

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between **CITY OF GULF BREEZE**, a Florida municipal corporation, whose address is 1070 Shoreline Drive, Gulf Breeze, Florida 32561 ("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 5086 Canal Street, Milton, Florida 32570 ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of those certain parcels of land in Santa Rosa County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements thereon and all easements, rights, privileges, servitudes and appurtenances thereunto belonging or appertaining, but subject to the Permitted Exceptions as hereinafter defined (the "Land"); and

WHEREAS, Seller desires to sell the Land to Buyer, and Buyer desires to purchase the Land from Seller, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase. Seller hereby agrees to sell the Land to Buyer, and Buyer hereby agrees to purchase the Land from Seller, upon the terms and subject to the conditions set forth in this Agreement.

2. Purchase Price. The purchase price of the Land shall be ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,900,000.00) (the "Purchase Price") and shall be payable as follows:

(a) The Deposit (as defined in Section 3 below) shall be applied to the Purchase Price at Closing; and

(b) At Closing, the Purchase Price less the Deposit (subject to adjustment by the closing costs and prorations provided for elsewhere in this Agreement) shall be paid in good and immediately available U. S. dollars by certified check or, at Seller's election in its sole discretion, by wire transfer.

3. Deposit. Simultaneously with Buyer's execution of this Agreement, Buyer shall deposit with Beggs & Lane RLLP ("Closing Agent") the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Initial Deposit"). Within three (3) days after the expiration of the Due Diligence Period (as defined in Section 4 below), Buyer shall deposit with Closing Agent the additional sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Additional Deposit"), for a total deposit of \$20,000.00. The Initial Deposit and the Additional Deposit are referred to herein collectively as the "Deposit". The Deposit shall be held in Closing Agent's Florida Bar

IOTA account and shall be non-interest bearing to Seller and Buyer. The Deposit shall be held and disbursed only in accordance with the terms and conditions of this Agreement.

4. Due Diligence Period.

(a) Buyer's Inspections. Buyer shall have the right, subject to the terms herein, for a period of time commencing on the Effective Date, as defined below, and continuing for a period of ninety (90) days, plus an additional sixty (60) days at the discretion of Buyer provided that Buyer delivers to Seller written notice of such extension prior to the expiration of the initial 90-day period (the "Due Diligence Period"), to enter upon, inspect and investigate the Land to determine whether or not the same is satisfactory to Buyer and to undertake such investigations as Buyer deems appropriate to determine the feasibility of the transaction contemplated by this Agreement. If for any reason Buyer shall determine, in Buyer's sole discretion, that such transaction is not feasible or that the Land is not suitable for Buyer's intended use, or Buyer shall otherwise be dissatisfied with the Land, Buyer shall be entitled, as its sole remedy, to terminate this Agreement by giving written notice to Seller on or before the expiration of the Due Diligence Period, whereupon this Agreement shall terminate, the Deposit shall be promptly returned to Buyer, and the parties shall be released and relieved from further liability hereunder. In the event that Buyer fails to terminate this Agreement in strict compliance with the immediately preceding sentence, this Agreement shall continue in full force and effect.

(b) Seller's Records. During the Due Diligence Period, Seller shall make the Land available for inspection and testing by Buyer during normal business hours and upon reasonable notice. Within five (5) days after the Effective Date Seller shall deliver to Buyer for inspection and copying all surveys, reports, studies and other documentation pertaining to the Land in Seller's possession or control. Seller makes no representation or warranty with respect to the accuracy of any survey, report, study or other documentation provided to Buyer by Seller, it being understood and agreed that Buyer shall rely solely upon its own consultants and its own investigation and inspection of the Land in determining whether the transaction contemplated by this Agreement is feasible and whether the Land is satisfactory and suitable for Buyer's intended use. During the Due Diligence Period, Buyer may, at Buyer's sole risk and expense, undertake such physical inspections of the Land as Buyer deems appropriate, including but not limited to surveys, soil tests and environmental audits; provided, however, that such inspections shall not cause any permanent damage to the Land; and provided further, that such inspections shall not unreasonably interfere with the business operated on the Land. All such inspections, investigations and examinations shall be undertaken at Buyer's sole cost and expense. Buyer will coordinate all on-site inspections with Seller. After completing any inspections, Buyer shall restore and repair any damage caused by Buyer's inspections. Subject to the limits of sovereign immunity and the waiver thereof as contained in the statutes and Constitution of the State of Florida, Buyer hereby agrees to indemnify, defend and hold Seller harmless from any and all damages or claims brought against Seller in connection with Buyer's inspections, investigations or examinations on the Land. The provisions of this paragraph (b) shall survive any termination of this Agreement.

(c) Special Requirement. 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 School Board of Santa Rosa County, Florida, 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 Due Diligence Period, either party shall have the option to terminate this Agreement by written notice to the other party in accordance with Section 19, whereupon the Deposit shall be returned to the Buyer and neither party shall thereafter have any obligation to the other party except for those obligations that specifically survive termination of this Agreement.

5. Closing. The delivery of the deed and other documents, the payment of the remainder of the Purchase Price and the consummation of the transactions contemplated by this Agreement (collectively, the "Closing") shall take place at the offices of Closing Agent within thirty (30) days after (a) the expiration of the Due Diligence Period, (b) approval of this Agreement by The School Board of Santa Rosa County, Florida, in the manner set forth in Section 4(c), or (c) satisfaction of the Buyer's Conditions of Closing set forth in Section 6, whichever last occurs (the "Closing Date"). A party will not be required to be present in person at Closing if such party has delivered all of the items it is required to deliver at Closing to the Closing Agent on or before the aforementioned time on the Closing Date; provided, however, if such items have been delivered to the Closing Agent with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their client.

6. Buyer's Conditions of Closing. Buyer's obligation to close the transaction contemplated by this Agreement is expressly conditioned upon there being, on the Closing Date:

(a) 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 Land that would prevent the Land from being used for public educational facilities, auxiliary facilities, and related institutional uses and purposes ("Buyer's Proposed Uses").

(b) 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 Land 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 Land.

(c) No contamination of the Land with any hazardous substance; no federal, state, or local "superfund" lien, proceeding, claim, liability, or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous substance from the Land or from any other Land owned or controlled by or in which the Seller or its affiliates has an interest, legal or equitable; no asbestos on the Land, and no underground storage tank on the Land.

(d) Two independent appraisals obtained by the Buyer, 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 School Board of Santa Rosa County approves this Agreement in the manner set forth in Section 4(c) above, the condition set forth in this Section 6(d) shall be deemed satisfied or waived. The Buyer shall request such appraisals within five (5) days of the Effective Date.

(e) Receipt by the Buyer from Santa Rosa County ("County") of notice that the Land is consistent with the land use categories and policies of the County's comprehensive plan for the Buyer's Proposed Uses. The Buyer shall request such notice within five (5) days of the Effective Date.

(f) Receipt by the Buyer of verification that the Land 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 Buyer shall seek such verification within five (5) days of the Effective Date.

(g) Receipt by the Buyer from the County of a conditional use permit authorizing development of the Land 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; and shall advise the Seller regularly of the Buyer's progress in pursuing such approval. 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 by or from the Buyer and its agents and representatives in order to pursue such application for approval.

The failure of the conditions set forth in this section prior to the Closing Date (defined below), without the Buyer's express written waiver, shall entitle the Buyer, in its sole and absolute discretion, to terminate this Agreement at any time prior to the Closing, whereupon the Deposit shall be returned to the Buyer and the parties shall be relieved of all obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, if any of the conditions set forth in subsections (d), (e), (f), or (g) of this Section 6 have not been met, satisfied, or waived by the Buyer within thirty (30) days after the expiration of the Due Diligence Period, as may be extended by the Buyer as provided in Section 4(a), either party shall have the right to terminate this Agreement by written notice to the other party in accordance with Section 19, whereupon the Deposit shall be returned to the Buyer and neither party shall thereafter have any obligation to the other party except for those obligations that specifically survive termination of this Agreement. Notwithstanding the foregoing, Buyer's payment of the Purchase Price and the completion of the Closing shall constitute Buyer's irrevocable waiver of the conditions set forth in this section.

7. Effluent Disposal Easement Agreement and Costs. At the Closing, Seller and Buyer shall execute and deliver that certain Effluent Disposal Easement Agreement in the form and substance attached hereto as Exhibit "B" and incorporated herein by reference. Such Effluent Disposal Easement Agreement shall be recorded in the public records of Santa Rosa County,

Florida, immediately following the recording of the deed conveying title to the Land to Buyer pursuant to this Agreement. At Closing, Buyer shall pay to Seller a fee in the amount of Three Hundred Twenty-Four Thousand Five Hundred Twenty-one and No/100 Dollars (\$324,521.00) to offset Seller's estimated costs and expenses under Section 5 of the Effluent Disposal Agreement, which are more fully set forth on Exhibit "C" attached hereto.

8. Reserved Easement for Utilities. Notwithstanding any contrary provision in this Agreement, at the Closing Buyer shall grant to the City a perpetual, exclusive utilities easement on, under, across and over that portion of the Land as more particularly shown or described, and in substantially the form set forth, in Exhibit "D" attached hereto and incorporated herein by reference, for the use, operation, repair, replacement, removal and construction of any and all underground utilities and appurtenant facilities, including but not limited to potable water, sanitary sewer, storm water, natural gas, cable, internet and electrical utilities, and further including but not limited to wiring, pipes, conduit, vaults, lift stations, mains, and force mains. At the Closing, the parties shall execute and enter into such easement agreement, which easement agreement shall be recorded in the public records of Santa Rosa County immediately after the Effluent Disposal Easement Agreement contemplated by Section 7 above is recorded.

9. Reserved Temporary Road Access Easement. Notwithstanding any contrary provision in this Agreement, at the Closing Buyer shall grant to the City a temporary road access easement on, across and over that portion of the Land as more particularly shown or described, and in substantially the form set forth, in Exhibit "E" attached hereto and incorporated herein by reference, for ingress, egress and access from, to and between public roads and the City's land described in Exhibit "F" attached hereto and incorporated herein by reference (the "WWTP Property"). The City intends to construct or expand a waste water treatment plant on the WWTP Property, and such easement shall terminate six (6) months after full and final completion of construction of such waste water treatment plant or expansion; however, the easement shall not extend beyond forty-eight (48) months without the express written consent of the Buyer. Further, the parties understand and agree that City shall be entitled to construct a temporary road on such easement parcel, together with appurtenant shoulders and drainage facilities, and that such easement may be used by any and all manner of motor vehicles used in the process of such construction, including but not limited to cars, trucks of any size, and construction equipment and vehicles (e.g., bulldozers, cranes, etc.). It is understood and agreed, however, that such temporary road access easement shall not unreasonably interfere with the construction of school improvements on the Land by Buyer. At the Closing, the parties shall execute and enter into such easement agreement, which easement agreement shall be recorded in the public records of Santa Rosa County immediately after the utilities easement contemplated by Section 8 above is recorded.

10. Storm Water Retention and Discharge. After Closing, Buyer agrees that the Land shall continue to accommodate all storm water generated by or accumulating on the Land as well as all storm water currently discharging to the Land. Presently, storm water discharging to, generated by, or accumulating on the Land is discharged in part into a single large pond located partly on the WWTP Property and partly on the Land, which pond discharges into a drainage ditch on the western boundary of the WWTP Property. Buyer acknowledges that Seller intends to construct a dam on the WWTP Property that will separate the portion of such pond located on the WWTP Property from the portion of such pond located on the Land, thus creating two ponds,

one on the WWTP Property (“Seller’s Pond”) and the other on the Land (“Buyer’s Pond”). Buyer and Seller hereby consent to the division of the pond into the Seller’s Pond and the Buyer’s Pond and agree that from and after such division of the pond, Buyer shall have no right, title, interest, or claim in or to the Seller’s Pond, and Seller shall have no right, title, interest, or claim in or to the Buyer’s Pond. However, Seller agrees that storm water from the Land may continue to discharge into the Buyer’s Pond and then into the ditch on the western boundary of the WWTP Property. To that end, at the Closing, the City shall grant Buyer an easement for storm water discharge through the existing ditch on the western boundary of the WWTP Property as shown or described, and in substantially the form set forth, in Exhibit “G” attached hereto and incorporated herein by reference. At the Closing, the parties shall execute and enter into such easement agreement, which easement agreement shall be recorded in the public records of Santa Rosa County immediately after the temporary road easement contemplated by Section 9 above is recorded. Notwithstanding the foregoing, however, prior to or concurrently with the construction of any improvements on the Land by Buyer, its successors or assigns, Buyer shall establish and construct a storm water retention and discharge system on the Land sufficient to accommodate all storm water presently discharging to the Land and all storm water now or hereafter generated upon the Land, without discharging into the Seller’s Pond. The foregoing provisions of this Section 10 shall be incorporated into the easement set forth in Exhibit “G.”

11. Closing Costs. Seller shall pay: (i) the Clerk of Court’s fees for recording all lien satisfactions, any and all documents required to cure any defects in title, and the Effluent Disposal Easement Agreement and other easements described in Sections 7, 8, 9, and 10 of this Agreement; and (ii) Seller's attorneys' fees. Buyer shall pay: (i) the cost of a current survey of the Land ("Survey"), if desired by Buyer; (ii) the Clerk of Court's fees for recording the deed of conveyance; (iii) Buyer's attorneys' fees; and (iv) the costs associated with any financing obtained by Buyer. Buyer and Seller shall evenly split payment of the costs and premium for an owner's title insurance policy in the amount of the Purchase Price. Each party hereby warrants and represents to the other that the warranting party is exempt from the deed documentary stamp tax imposed by Chapter 201, Florida Statutes; therefore, no such deed documentary stamp tax shall be payable with respect to the transaction contemplated by this Agreement.

12. Title.

(a) At the Closing, Seller shall convey to Buyer, by special warranty deed, good and marketable fee simple title to the Land free and clear of all liens, claims, restrictions, encumbrances, easements and tenancies other than the Permitted Exceptions. As used in this Agreement, the term “Permitted Exceptions” shall mean and include the following:

- (i) All present and future zoning, land use, comprehensive plans, future land use, building, health, safety and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, Federal or other governmental authority, including without limitation, all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Land or the use and improvement thereof;

- (ii) All covenants, restrictions, servitudes, easements, reservations, conditions, consents, agreements and other matters of record, subject to the provisions set forth in Sections 12 (b) and (d);
- (iii) Standard sovereignty land and personalty exceptions;
- (iv) Road rights of way affecting the Land;
- (v) Real estate ad valorem taxes, assessments, water charges, sewer rents and local government charges for the current assessment period(s) as of the Closing Date;
- (vi) All matters disclosed by the Survey, if any (provided that the Survey is prepared by a Florida-licensed surveyor acceptable to the title insurance underwriter that issues the Title Commitment), or if no such Survey is prepared, that would be disclosed by an accurate survey and inspection of the Land;
- (vii) All exceptions listed in the Title Commitment issued pursuant to paragraph (b) below, subject to the terms and conditions of paragraph (b) below;
- (viii) The easements and agreements contemplated by Sections 7, 8 and 9 above; and
- (ix) The Effluent Disposal Easement Agreement required by Section 6 above.

(b) Promptly after the Effective Date, Seller shall order a title commitment (the "Title Commitment"), together with copies of all title documents listed as exceptions, from a nationally recognized title insurance company agreeing to issue to Buyer an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Land and upon receipt thereof Buyer shall deliver copy thereof to Seller. Buyer shall have thirty (30) days, extendable by an additional thirty (30) days at the sole discretion of Buyer provided that Buyer delivers to Seller written notice of such extension prior to the expiration of the initial 30-day period, after Buyer's receipt of the Title Commitment within which to notify Seller in writing of any defects or objections to the title appearing in the Title Commitment. If Buyer fails to give such written notice to Seller within such 30-day period or the extended period, if applicable, Buyer shall be conclusively deemed to have waived its right to object to any matters of title other than matters shown on the Survey, if any. In the event that Buyer gives Seller timely written notice of any title defects or objections, Seller shall make good faith efforts to cure such title defects or objections and must cure liens, judgments or encumbrances evidencing or securing monetary obligations. If Seller fails to remedy such title objections or defects at or prior to Closing, Buyer may in its sole discretion either: (a) terminate this Agreement and receive a return of its Deposit; or (b) waive such title objections or defects and consummate the Closing without reduction in the Purchase Price and without any other liability on the part of Seller. Notwithstanding the foregoing and without the need on the part of the Buyer to make any objection thereto, all mortgages and other liens that can be discharged by the

payment of money shall be discharged by Seller not later than Closing, and the Land shall free of all mortgages and other monetary liens and free of all tenancies and other possessory rights except as specifically provided for herein.

(c) Notwithstanding the foregoing or any other provision in this Agreement, in the event that Seller is unable to convey title of the kind and quality required by this Agreement for any reason whatsoever, unless Buyer elects to proceed pursuant to the following sentence, Seller, may, in its sole and absolute discretion, terminate this Agreement and all rights of Buyer with respect to the Land shall wholly cease, and thereupon the Deposit shall be returned to Buyer, as Buyer's sole and exclusive remedy. In such event, however, Seller shall reimburse Buyer the costs of the survey. Buyer may, in its sole discretion, elect to accept such title as Seller may be able to convey, without reduction of the Purchase Price and without any other liability on the part of the Seller.

(d) The special warranty deed to the Land shall include the following statement or agreed equivalent language: "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 Land as reflected in the public records of Santa Rosa County, Florida. Neither the Grantee's acceptance of title to the Land 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."

13. LAND CONVEYED "AS IS". BUYER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT AT THE CLOSING THE LAND SHALL BE CONVEYED TO, AND ACCEPTED BY, BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS". EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN SELLER'S INSTRUMENTS OF CONVEYANCE, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE LAND OR ANY PORTION THEREOF; THE PRESENCE OR ABSENCE OF WETLANDS OR OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOVE THE LAND; THE COMPLIANCE OR NON-COMPLIANCE OF THE LAND WITH ANY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS AND REGULATIONS; THE SUITABILITY OF THE LAND OR ANY PORTION THEREOF FOR BUYER'S INTENDED USE; OR ANY OTHER MATTER CONCERNING THE LAND OR ANY PORTION THEREOF. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN SELLER'S INSTRUMENTS OF CONVEYANCE, SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE LAND, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND ITS REPRESENTATIVES HAVE HAD, OR WILL HAVE PRIOR TO CLOSING, AMPLE OPPORTUNITY TO EXAMINE, INSPECT AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE

LAND AND THAT BUYER UNDERSTANDS AND AGREES THAT NEITHER SELLER NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY, BROKER OR CONSULTANT OF OR FOR SELLER HAS MADE OR IS MAKING ANY WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT THERETO EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN SELLER'S INSTRUMENTS OF CONVEYANCE. BUYER FURTHER ACKNOWLEDGES THAT IT IS RELYING AND SHALL RELY SOLELY UPON ITS OWN EXAMINATIONS AND INSPECTIONS AND UPON THE ADVICE OF ITS OWN ATTORNEYS, CONSULTANTS, AND EMPLOYEES (AND NOT UPON ANY STATEMENTS, WARRANTIES, REPRESENTATIONS, ADVICE OR INTERPRETATION OF LEGAL DOCUMENTS, WRITTEN OR ORAL, OF OR BY SELLER OR SELLER'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES) AS TO ANY MATTERS WHATSOEVER PERTAINING TO THE LAND AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE LAND, AND THE DELIVERY OF THE CLOSING DOCUMENTS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND CONVEYANCE OF THE LAND TO BUYER.

14. Risk of Loss. The risk of loss or damage to the Land prior to the Closing shall be borne by the Seller.

15. Deliveries at Closing. At the Closing, the parties shall deliver all deeds, documents and other things reasonably necessary to consummate the sale and purchase of the Land pursuant to the terms of this Agreement, including without limitation the items indicated below:

- (a) Seller's Deliveries. Seller shall execute and/or deliver to Buyer the following:
 - (i) Special warranty deed in proper recordable form duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;
 - (ii) Duly executed cancellations in recordable form cancelling all mortgages and liens, if any, encumbering the Land;
 - (iii) Seller's title insurance and lien waiver affidavits in customary form and substance satisfactory to the Title Company;
 - (iv) Full possession of the Land to the Buyer;
 - (v) An affidavit, in customary form and substance stating that Seller is a "United States corporation/person", as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(g), and stating Seller's address and United States taxpayer identification number or social security number;
 - (vi) Evidence reasonably satisfactory to the Title Company that the person(s) executing the deeds and other Closing documents on behalf of Seller has

full authority to do so and to consummate, on behalf of Seller, the transactions contemplated by this Agreement;

- (vii) Closing statement;
 - (viii) Effluent Disposal Easement Agreement required by Section 7 above;
 - (ix) The easements and agreements contemplated by Sections 8, 9, and 10 above; and
 - (x) Any other documents contemplated by this Agreement or required by law to be delivered by Seller at or prior to the Closing.
- (b) Buyer's Deliveries. Buyer shall execute and/or deliver the following:
- (i) The Purchase Price, as increased or decreased by the prorations and adjustments provided for elsewhere in this Agreement, in good and immediately available U.S. dollars paid by certified check or by wire transfer, at Seller's election,, and to any other parties, the amounts in payment of the costs and expenses payable by Buyer incident to the Closing as required by this Agreement and set forth in the closing statement executed at the Closing;
 - (ii) Closing statement;
 - (iii) Effluent Disposal Easement Agreement required by Section 7 above;
 - (iv) The easements and agreements contemplated by Sections 8, 9, and 10 above; and
 - (v) Any other documents contemplated by this Agreement or required by law to be delivered by Buyer at or prior to the Closing.

16. Real Property Ad Valorem Taxes. The real property ad valorem taxes assessed and to be assessed against the Land for calendar years 2016, 2017, 2018, and 2019 (hereinafter referred to as the "Disputed Taxes", which term includes interest, penalties, and other charges heretofore and hereafter accruing thereon) have not been paid and are in dispute. The Circuit Court in and for Santa Rosa County, Florida, issued a Final Judgment on or about November 6, 2019, in litigation styled *Gregory S. Brown, as Santa Rosa County Property Appraiser, Plaintiff v. City of Gulf Breeze, a municipal corporation, et al., Defendants*, Case No. 2017-CA-000012, finding the Land exempt from taxation and voiding the 2016 and 2017 tax bills, which judgement is now on appeal. The 2018 and 2019 Disputed Taxes are the subject of litigation styled *City of Gulf Breeze, a Florida Municipal Corporation v. Gregory S. Brown, Property Appraiser for Santa Rosa County, Florida, et al*, Case No. 2018-CA-852, and *City of Gulf Breeze, a Florida Municipal Corporation v. Gregory S. Brown, Property Appraiser for Santa Rosa County, Florida, et al*, Case No. 2019-CA-928, pending in the Circuit Court in and for Santa Rosa County, Florida. The pending appeal and circuit court litigation are collectively referred to herein as the "Tax Litigation". The parties agree that if the litigation is still pending at

the Closing Seller shall place in escrow an amount equal to the sum of (1) the Disputed Taxes for 2016, 2017, 2018, and 2019 that the Santa Rosa Property Appraiser and Tax Collector claim are due and owing as of the Closing Date, (2) the Seller's share, prorated as of the Closing Date, of the Disputed Taxes for 2020, calculated as provided in Section 196.295, Florida Statutes, that the Santa Rosa County Property Appraiser and Tax Collector claim are or will be due and owing for 2020 (it being agreed that such proration shall be based on the Disputed Taxes for 2019 if the amount of the Disputed Taxes for 2020 is not available on the Closing Date), and (3) \$20,000.00. Seller or the escrow agent shall pay the Disputed Taxes in full within thirty (30) days after a final judgment is entered in the Tax Litigation which adjudicates that the Disputed Taxes are valid, due and payable, and such judgment has become non-appealable either by the expiration of time or by appellate court rulings. The escrow agreement shall provide for the Seller to make additional deposits to the escrow fund annually in the amount of additional interest and penalties estimated to accrue on the Disputed Taxes, shall contain such other reasonable and customary provisions as are mutually agreeable to the parties and shall be in substantially the form set forth in Exhibit "H" attached hereto and incorporated herein by reference.

17. Brokerage. Seller represents to Buyer that Seller has not contracted with any person or entity that is entitled to a real estate, brokerage or finder's fee or commission in connection with this sale. Buyer represents to Seller that Buyer has not contracted with any person or entity that is entitled to a real estate, brokerage or finder's fee or commission in connection with this sale. Seller and Buyer hereby agree to indemnify, defend and hold harmless the other against any claim of any broker, finder or other person or entity claiming a real estate brokerage or finder's fee or commission in connection with this sale by, through or under such indemnifying party, including all costs and reasonable attorneys' fees expended by the party so indemnified in the defense of any such claim. The provisions of this Section 17 shall survive the Closing and conveyance of the Land to Buyer.

18. Condemnation. In the event of an actual or proposed taking (by exercise of the power of eminent domain) of all or any portion of the Land with respect to which Seller receives notice or actual knowledge prior to Closing, Seller shall give Buyer prompt written notice thereof and Buyer shall have the option by written notice given to Seller prior to Closing of: (i) terminating this Agreement, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement; or (ii) proceeding to purchase the Land and receiving from Seller at Closing all of its right, title and interest in and to any award to which Seller may be entitled or, if such award is received by Seller prior to Closing, a credit of same toward the Purchase Price.

19. Notices. All notices, requests and other communications required or desired hereunder (each, a "notice") shall be in writing and shall be delivered by (i) personal delivery, (ii) "next business day" delivery by a nationally recognized overnight delivery service with evidence of delivery, or (iii) electronically or by facsimile transmission with confirmation of delivery, addressed to the following addresses:

If to Buyer: The School Board of Santa Rosa County, Florida
Attn: Timothy S. Wyrosdick, Superintendent
5086 Canal Street
Milton, Florida 32570
Fax: _____
Email: WryosdickT@mail.santarosa.k12.fl.us

With copies to: Paul R. Green, Esq.
General Counsel
The School Board of Santa Rosa County, Florida
5217 Canal Street
Milton, Florida 32570
Fax: _____
Email: pgreen@paulgreenlaw.com

and

Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950
Email: dharrell@gh-law.com

If to Seller: City of Gulf Breeze
Attn: City Manager
P. O. Box 640 (32562-0640)
1070 Shoreline Drive
Gulf Breeze, FL 32562
Fax: 850-934-5114
Email: sabell@gulfbreezefl.gov

With copy to: Mary Jane Bass, Esq.
Beggs & Lane, RLLP
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, FL 32502
Fax: 850-469-3331
Email: mjb@beggslane.com

or at such other address as may be designated by either of the parties in a written notice given in accordance with the provisions of this Section 19.

All notices shall be deemed to have been sufficiently given and received for all purposes, whether actually received or not, (i) on the date of delivery, if delivered prior to 5:00 p.m. central time on a day that is a Business Day by personal delivery, facsimile or electronic transmission, or (ii) on the next Business Day, if delivered on a day other than a Business Day or after 5:00 p.m.

central time on a day that is a Business Day by personal delivery, nationally recognized overnight delivery service, facsimile or electronic transmission. Notice shall be deemed delivered if delivery is attempted between 9:00 a.m. and 5:00 p.m. central time on a Business Day and is refused, rejected or fails due to abandonment or closure. All notices, requests and other communication may be given by counsel to the party giving such notice.

20. Default.

(a) In the event of a default by Buyer, Seller may terminate this Agreement by giving Buyer written notice of termination and retain the Deposit as liquidated damages (and not as a penalty or forfeiture), as Seller's sole and exclusive remedy.

(b) If Seller shall fail or refuse to make settlement hereunder as herein required, then, except as otherwise provided in this Agreement, Buyer at its option and as its sole and exclusive remedies may: (i) waive any of Seller's requirements, conditions, covenants or agreements or any breach or failure thereof, without reduction or abatement in the Purchase Price; (ii) seek specific performance of this Agreement in accordance with its terms; or (iii) terminate this Agreement and receive a refund of the Deposit, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement. Buyer expressly waives the right to seek or recover monetary damages from Seller other than the return of the Deposit.

21. Assignment. Buyer shall not assign any of its right, title or interest in, to or under this Agreement to any person or entity without Seller's prior written consent, provided, however, that so long as the Buyer is not in default, the Buyer may assign this Agreement without such prior consent, in whole or in part, to the Santa Rosa County School Board Leasing Corporation.

22. Miscellaneous.

(a) The recitals set forth on page one of this Agreement are true and correct and are hereby incorporated herein by reference.

(b) This Agreement constitutes the entire understanding and agreement between the parties with respect to the sale of the Land, and all prior negotiations, understandings and agreements, whether written or verbal, between the parties with respect to the sale of the Land are hereby superseded.

(c) Unless otherwise expressly stated in this Agreement, none of the terms, covenants, representations and warranties provided in this Agreement shall survive the Closing and consummation of the transactions contemplated hereby.

(d) This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against Seller and Buyer and their respective successors and assigns to the same extent as if specified at length throughout this Agreement.

(e) In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in

which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is a Saturday, Sunday or legal holiday, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(f) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart.

(g) This Agreement may be signed and transmitted electronically or by facsimile machine; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature; and an electronically or facsimile transmitted copy hereof shall have the same binding effect as an original signature on an original document. At the request of any party, any electronic or facsimile copy of this Agreement shall be re-executed in original form. No party may raise the use of electronic mail or a facsimile machine or the fact that any signature was transmitted through the use of electronic mail or a facsimile machine as a defense to the enforcement of this Agreement.

(h) Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(i) TIME IS OF THE ESSENCE IN COMPLYING WITH THE TERMS, CONDITIONS AND AGREEMENTS OF THIS AGREEMENT.

(j) The "Effective Date" of this Agreement, which is the date upon which this Agreement shall be deemed to be effective, is the date upon which this Agreement is executed by the last party to execute this Agreement, as shown by the respective dates set forth below the places provided for the parties' execution.

(k) Nothing in this Agreement shall be construed or interpreted as a waiver of the Seller's or Buyer's sovereign immunity, except as to the express terms of this Agreement, nor as a waiver of any applicable limitation on Seller's or Buyer's liability for monetary damages, including without limitation attorney's fees under the preceding paragraph, as provided by the laws and/or Constitution of the State of Florida. Nothing herein shall be construed as consent by Seller or Buyer to be sued by third parties in any matter arising out of this Agreement.

(l) This Agreement shall not be amended except by a written instrument that makes specific reference to this Agreement and is signed by the respective duly authorized representatives of Seller and Buyer.

(m) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(n) Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, the City of Gulf Breeze Charter or ordinances of the City of Gulf Breeze, such provision, paragraph, sentence, word or phrase shall

be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

(o) The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the Seller will be made available to the public and media upon request, unless a statutory exemption from such disclosure exists. Buyer shall comply with the Florida Public Records Law in effect from time to time if and to the extent required by the Florida Public Records Law. Notwithstanding any contrary provision in this Agreement, any failure by Buyer to comply with the Florida Public Records Law, if and to the extent required by the Florida Public Records Law, that continues for seven (7) days after written notice from the Seller shall constitute a default hereunder by Buyer.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES.*

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the respective dates set forth below.

BUYER:

Signed, sealed and delivered
in the presence of:

**THE SCHOOL BOARD OF
SANTA ROSA COUNTY, FLORIDA**
a Florida district school board

Print Name: _____

By: _____
Timothy Wyrosdick,
Superintendent of Schools

Date: _____

Print Name: _____

*SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF GULF BREEZE AND THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA*

CITY OF GULF BREEZE
a Florida municipal corporation

By: _____
Cherry Fitch, Mayor

Date: _____

(AFFIX CITY SEAL)

Attest:

Leslie Guyer, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Mary Jane Bass, City Attorney

Samantha D. Abell, City Manager

*SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT BETWEEN
CITY OF GULF BREEZE AND THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA*

EXHIBIT "A"

Legal Description of Land

The approximate location of the Land, containing approximately 45 acres, is shown as "SRCSB Purchase" on the sketch attached hereto as Exhibit "A-1". The final legal description of the Land will be determined by a current survey that is consistent with the foregoing, and such survey legal description shall be substituted for this Exhibit "A" upon the completion of such survey.



EXHIBIT A-1

EXHIBIT "B"

Effluent Disposal Agreement