

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") 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 and Buyer have entered into that certain Purchase and Sale Agreement effective March 10, 2020, for the sale and purchase of approximately 45 acres of land in Santa Rosa County, Florida (the "PSA");

WHEREAS, under the terms of the PSA, the "Closing" (as defined in the PSA) is currently required to occur no later than September 8, 2020;

WHEREAS, Buyer has timely notified Seller of Buyer's objections to title as set forth in that certain letter from Buyer's counsel, Daniel B. Harrell, to Seller's City Manager, Samantha Abell, and Seller's counsel, Mary Jane Bass, dated July 27, 2020 (the "Title Objections");

WHEREAS, the parties desire to extend the time for Closing in order to allow Seller additional time to resolve the Title Objections, upon the terms and subject to the conditions of this Amendment;

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. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Extension of Closing. Seller and Buyer agree that the "Closing" as defined in the PSA shall occur within three Business Days after the Title Objections have been resolved to the satisfaction of Seller's counsel, Daniel B. Harrell, but in no event later than September 22, 2020.
3. No Other Amendment or Waiver of PSA Provisions. This Amendment is not intended to amend, and does not amend, any provision of the PSA other than the deadline for Closing as set forth in Section 2 above, nor shall this Amendment operate or be construed as a waiver of any condition precedent to Closing set forth in the PSA.
4. Ratification. The PSA, as hereby expressly amended, is hereby ratified and affirmed.

*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

Melanie Pattullo
Print Name: Melanie Pattullo

By: 
Timothy Wyrosdick,
Superintendent of Schools

Date: 8/27/2020

Myra Dobbs
Print Name: Myra Dobbs

*SIGNATURE PAGE TO FIRST AMENDMENT 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

Attest:

Date: _____

Leslie Guyer, City Clerk

(AFFIX CITY SEAL)

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