

PURCHASE AGREEMENT

COUNTY OF ORANGE STATE OF FLORIDA

THIS PURCHASE AGREEMENT (this “**Agreement**”) is made by and between CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the state of Florida, (“**City**”) and ORANGE COUNTY, a charter county and political subdivision of the state of Florida (“**County**”).

RECITALS

A. City and County each own an undivided fifty percent (50%) interest in that certain real property located at 6709 Avalon Road, Winter Garden, Florida, 34787, in unincorporated Orange County, Florida, containing approximately 15.1 gross acres, bearing Orange County Property Appraiser’s Parcel Identification Numbers 20-23-27-0000-00-016 and 19-23-27-0000-00-019 as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Edwards Parcel**”).

B. City and County acquired the Edwards Parcel in fee simple in 1989 for use as a rapid infiltration basin (RIB) site as part of the City’s and County’s joint reclaimed water project known as Water Conserv II.

C. City and County have since determined that the Edwards Parcel is no longer needed for City, County, or public purposes.

D. On even date herewith, County is entering into an exchange agreement in accordance with Section 125.37, Florida Statutes (2020), (the “**Exchange Agreement**”) pursuant to which County will convey the Edwards Parcel to a third party in exchange for such third party’s conveyance to County of other lands which County intends to improve as a future fire station site (all as more particularly described in such Exchange Agreement).

E. In order for County to comply with its obligations under the Exchange Agreement, it is necessary for County to acquire City’s undivided fifty percent (50%) interest in the Edwards Parcel.

F. Upon request from County, City has agreed to convey City’s interest in the Edwards Parcel to County upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the purchase price to be paid by County to City, the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and County (the “**Parties**”) hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. Sale and Conveyance; Form of City Deed. City agrees to sell and convey to County all of City's right, title, and interest in and to the Edwards Parcel for the sum of Two Hundred Two Thousand Three Hundred and No/100 U.S. Dollars (\$202,300.00). At closing, City shall execute and deliver to County a city deed, in the form of **Exhibit "B"** attached hereto and incorporated herein by this reference, conveying to County all of City's right, title, and interest in and to the Edwards Parcel.

3. Closing. This transaction shall be closed and the city deed and other closing papers delivered (the "**Closing**") on or before two hundred forty (240) days from the Effective Date. Closing shall take place at the offices of Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1600, Orlando, Florida, 32801. The exact day of the Closing shall be specified by County, by the delivery of written notification from County to City, not less than fifteen (15) days prior to the Closing. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to furnish any notice required or allowed under this paragraph.

4. Closing Costs. County shall pay all recording fees, expenses, taxes, and costs associated with the sale and conveyance of the Edwards Parcel. Notwithstanding the foregoing, the Parties acknowledge and agree that the transaction contemplated by this Agreement is a conveyance from a state agency of the State of Florida to a state agency of the State of Florida and is therefore not subject to documentary stamp tax. See Department of Revenue Rules 12B-4.014(10), F.A.C.

5. Contingencies.

a. The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 5 (the "**Contingencies**"):

i. The Closing of this Agreement shall occur simultaneously with the closing of the Exchange Agreement.

b. Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement by County at any time by delivery of written notification from County to City. The Manager of the Real Estate Management Division is hereby authorized, on behalf of County, to waive Contingencies and furnish notices pursuant to this paragraph.

c. Effect of Failure of Contingency. If all Contingencies have not been satisfied or waived in writing by County on or before the Closing, then this Agreement shall terminate.

6. Attorney's Fees. Both Parties expressly agree that each Party shall bear the cost of its own attorneys' fees and costs for any action arising out of or in connection with this Agreement.

7. Effective Date. The effective date of this Agreement (the "**Effective Date**") shall be latest of: (i) the date this Agreement is approved by the City; (ii) the date this Agreement is executed by City; (iii) the date this Agreement is approved by the Orange County Board of

County Commissioners; and (iv) the date this Agreement is executed by County.

8. Miscellaneous. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between City and County, made with respect to the matters herein contained, and when duly executed constitutes the Agreement between City and County. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either Party unless expressly set forth in writing and duly executed with the same formality as this Agreement.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed effective as of the Effective Date.

“CITY”

CITY OF ORLANDO, FLORIDA

By: _____
Buddy Dyer, Mayor

ATTEST: _____
Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA ONLY.

_____, 20____

City Attorney, Orlando, Florida

Printed Name

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed effective as of the Effective Date.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name

EXHIBIT "A"

Legal Description of Edwards Parcel

The legal description was taken from the last deed for the property dated February 14, 1989, recorded on March 31, 1989, in Official Records Book 4068, Page 455, of the Public Records of Orange County, Florida. No responsibility is assumed for the legal or title considerations.

The South 240 feet of that part lying East of SR 545 in the northeast quarter of the southeast quarter of Section 19, Township 23 South, Range 27 East; and the South 240 feet of the West 660 feet of the North half of the southwest quarter of Section 20, Township 23 South, Range 27 East; and the West 660 feet of the North half of the southwest quarter of the southwest quarter of Section 20, Township 23 South, Range 27 East. Said land lying in Orange County, Florida.

EXHIBIT “B”

Form of City Deed

(see attached one (1) instrument totaling three (3) pages)