

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Purchase Land for Relocation of Fire Station 13, Forest City

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire Rescue

AUTHORIZED BY: Kenneth M. Roberts **CONTACT:** Terry Schenk **EXT.** 5002
KMR by MCA *Terry A. Schenk*

Agenda Date <u>07/27/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the contract and addendums for the sale and purchase of vacant land located adjacent to Bear Lake Road and SR 436 for the relocation and construction of County Fire Station 13 in the amount of \$640,000. (Terry Schenk, Fire Chief)

BACKGROUND:

For the past several years, the EMS/Fire/Rescue Division has been working toward the relocation of Fire Station 13 in Forest City. The existing 35 year old Fire Station fails to meet the needs of the County and falls severely short of required equipment storage space, living quarters, and parking needs. Funds were allocated in the FY 03/04 capital budget for land purchase, design, and construction of the Fire Station.

Discussions and negotiations have been on-going with the property owners (Florida Conference Association of Seventh Day Adventists) for a parcel in the Mirror Lake PCD adjacent to Bear Lake Road and SR 436. The subject property, Lot 4, is a 1.58 acre parcel on the eastern side of the PCD which fulfills the County's parcel size and location requirements. The asking price for the property was \$640,000 and the most recent appraisal returned a value of \$656,000. Negotiations with the owner's

Reviewed by: <i>SM</i>
Co Atty: _____
DFS: <u>DS</u>
Other: _____
DCM: <u>SS</u>
CM: <u>KS</u>
File No. <u>CPSF01</u>

representative yielded a proposed purchase price of \$625,000, plus \$15,000 to compensate for future care of the common areas of the PCD. The property owner has also agreed to relocate existing utilities on the parcel at no additional cost to the County.

Funds previously approved by the BCC for land acquisition are available in the Fire Fund and Impact Fee lines.

Once the land purchase is approved, staff will move forward with station design. During the July 22, 2003 BCC Meeting, the Board approved the services of Starmer Ranaldi Planning and Architecture to provide design and construction management services for the new Fire Station 13.

CONTRACT FOR SALE AND PURCHASE

PARTIES: Florida Conference Association of Seventh Day Adventists, a Florida not for profit corporation whose address is 655 N. Wymore Road, Winter Park, FL 32789, hereinafter referred to as the SELLER, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as BUYER, hereby agree that the SELLER shall sell and the BUYER shall buy the property hereafter described upon the terms and conditions set forth herein.

TERMS OF THE CONTRACT FOR SALE AND PURCHASE

THE PARTIES hereby agree that the SELLER shall sell and the BUYER shall buy the property described in paragraph 1 below (hereafter the "Property") upon the terms and conditions which include the negotiated Standards for Real Estate Transactions set forth in this contract.

1. LOCATION/LEGAL DESCRIPTION.

The Property is identified as follows:

Lot 4 MIRROR LAKE COMMERCIAL, according to the plat recorded in Plat Book 63 at pages 15 through 17, of the Public Records of Seminole County, Florida

Property Appraiser's Tax Parcel: # 17-21-29-534-0000-040

The Property does not constitute the homestead of the Seller.

2. PURCHASE PRICE: \$ 640,000.00 Payment in the amount of \$640,000.00, to be made at Closing subject to the provisions of this Agreement. If SELLER wishes for payment to be made by wire transfer then BUYER must have all necessary account information at least twenty-four (24) hours in advance of Closing.

3. TITLE EVIDENCE: Within fifteen (15) days from date of the Contract execution date, SELLER shall obtain, at SELLER's expense, and provide to BUYER, an ALTA Form B Marketability title insurance commitment with fee owner's title policy to be paid for by SELLER at Closing. The title insurance policy shall be issued by Attorney's Title Insurance Fund, Inc., or such other insurer as may be approved, in writing, by BUYER.

4. SPECIAL CLOSING CONDITIONS: In addition to any other conditions stated in this agreement, the closing of this purchase and sale shall be contingent upon the following:

A. SELLER shall, at its expense, relocate the water and sewer lines on the Property from their current location to the west side of the Property, approximately as shown on Exhibit "A" attached hereto and incorporated herein by this reference. All existing water and sewer easements running north and south through the Property in favor of parties other than Seminole County shall be abandoned or vacated and all existing water and sewer easements shall be replaced by easements on the west side of the property, all as shown on Exhibit "A". None of the new easements or water and sewer facilities

shall be located or constructed in such a fashion as to prohibit access to the Property from the road running between the Property and the adjacent lot to the west.

B. INTENTIONALLY OMITTED.

C. By approval of this agreement and closing of the purchase, BUYER represents that this location will become the site of a new fire station no. 13 and that, upon completion of construction of the new fire station facility and the transfer of personnel and equipment to the new facility, all use of the existing location of fire station 13 for fire department purposes shall cease. BUYER understands and agrees that there is a reverter clause applicable to the property where the existing fire station 13 is located and that when BUYER ceases using that property for fire department purposes the title to that property shall revert to SELLER by operation of law. Within ninety (90) days after issuance of a certificate of occupancy for the new fire station no. 13, BUYER shall record a notice of reversion in the form attached hereto as Exhibit "C". The provisions of this paragraph shall survive the closing of this transaction and shall not be merged into the deed.

D. SELLER shall be responsible for all costs, including obtaining required permits and other governmental approvals, required for compliance with the conditions specified in paragraphs 4.A. and 4.B. above.

E. Attached hereto as Exhibit "D" is a rendering of the proposed new fire station 13 to be constructed by BUYER. BUYER represents and warrants that the improvements actually constructed on the Property shall generally conform to the representation shown in the aforesaid rendering. SELLER hereby approves construction of the improvements as depicted in Exhibit "D".

F. SELLER represents and warrants that, at the time of execution of this Agreement and as of the closing of this transaction the Mirror Lake Commercial Property Owners' Association, Inc., (the "POA") is and will be wholly owned and controlled by SELLER. At or before the closing of this transaction SELLER shall execute and record a Restated Declaration of Covenants and Restrictions in substantially the form attached hereto as Exhibit "E" (the "Restated Declaration") to replace the declaration recorded at book 4945, page 927 through 946 of the Public Records of Seminole County, Florida. At or before the closing of this transaction SELLER and the POA shall amend the Articles of Incorporation of the POA, as presently recorded in book 4945 at pages 948 through 957 of the Public Records of Seminole County, Florida, to conform to the provisions of the Restated Declaration and the Amendment.

5. CLOSING DATE: This contract shall be closed and the deed(s) and the other Closing papers shall be delivered on or before September 15, 2004, unless extended by the parties, and SELLER agrees to deliver possession on the date of Closing. Time is of the essence as to the Closing date. In the event that SELLER has not completed the relocation of the water and sewer lines as specified in paragraph 4.A. above by the closing date then \$150,000.00 of the purchase price shall be placed in escrow. The form of the escrow agreement to be used is attached hereto as Exhibit "F".

6. RESTRICTIONS, EASEMENTS, LIMITATIONS AND ENVIRONMENTAL MATTERS: The BUYER shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and

matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and taxes for year of Closing and subsequent years, provided, however, that none of the foregoing or any restriction under the control of SELLER shall prevent use of the property for a fire station and related fire department uses. The SELLER shall provide an affidavit, at or before Closing, stating that no hazardous waste or materials or environmental contaminations or violations, are located, on, upon or within the Property. The form of the affidavit is attached hereto as Exhibit "G" to this Agreement. In the event that an environmental audit confirms the presence of hazardous wastes or materials or environmental contamination on the Property, the BUYER, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If this Agreement is not terminated, SELLER may, at its sole cost and expense and prior to the Closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning hazardous waste or materials or environmental contamination ("Environmental Law"). If SELLER elects not to pursue any further assessment, clean up and monitoring of the Property as set forth herein, BUYER may, in its sole discretion, elect not to acquire the Property as a whole or any portion of the Property which contains hazardous waste or materials or environmental contamination, and the Purchase Price shall be accordingly reduced by an amount mutually agreed to by the parties. For purposes of this Agreement the following definition applies:

"Hazardous Waste or Materials" means and includes any chemicals, industrial, hazardous, toxic or dangerous waste, substance or material, whether solid, liquid or gaseous, including without limitation petroleum products, flammable explosives, radioactive materials, asbestos, any materials containing asbestos or polychlorinated biphenyls, and, in addition to the above materials, each and every element, compound, chemical mixture, contaminate, pollutant or other substance defined as "hazardous substance", "hazardous waste" or "solid waste" or otherwise classified as hazardous or toxic under any Environmental Health and Safety Requirements, including, without limitation, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901-6991, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§9601-9675, and any regulations promulgated under RCRA or CERCLA or as an "extremely hazardous substance" under Section 302 of the Emergency Planning and Community Right-to-Know Act of 1986, as amended, and any regulations promulgated thereunder. However, this term shall not apply to pesticide application consistent with normal agricultural purposes as defined by CERCLA §107(i), 42 U.S.C. §9607(i).

7. OCCUPANCY: SELLER represents that there are no parties in occupancy other than SELLER and that the Property shall not be rented or occupied beyond Closing. SELLER agrees to deliver occupancy of Property at time of Closing. If occupancy is to be delivered prior to Closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing; provided, however, SELLER recognizes that the BUYER is relying upon the affidavit referred to in paragraph 6, above.

8. ASSIGNABILITY: BUYER may assign this Contract or any right derived thereunder to any other state, and/or local governmental agency.

9. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, if any, shall control all printed provisions in conflict therewith if initialed by both parties.

10. SPECIAL CLAUSES:

I. BUYER shall not be responsible for any brokerage fees or commissions. SELLER shall be responsible for the payment of all real estate commissions that result from this transaction. SELLER shall indemnify and hold BUYER harmless from any and all claims for real estate commissions or other fees referenced in this paragraph, whether disclosed or undisclosed.

II. SELLER shall fully comply with the provisions of Section 286.23, Florida Statutes and shall provide at or before Closing an affidavit in the form attached hereto as Exhibit "H".

III. The deed from SELLER to BUYER shall be subject to the terms and conditions specified in Exhibit "I", the original of which shall be attached to the original deed when the deed is recorded.

IV. SELLER warrants that there is a legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

V. If SELLER is a corporation, at the same time that SELLER submits the Closing documents required by this Agreement, SELLER shall also submit the following to the BUYER:

1. Corporate resolution which authorizes the sale of the Property to Buyer in accordance with the provisions of this Agreement and a certificate of incumbency,

2. Certificates of good standing from the Secretary of State of the State of Florida and the appropriate authority for any other applicable State, and

3. Copy of proposed opinion of counsel as required below.

VI. If SELLER is a corporation, as a material inducement to BUYER entering into this Agreement and to consummate the transaction contemplated herein, SELLER covenants, represents and warrants to BUYER as follows:

1. The execution of this Agreement and the performance by it of various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of SELLER, and

2. SELLER is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly licensed and in good standing and qualified to own real property in the State of Florida, and

3. This Agreement, when executed and delivered, will be valid and legally binding upon SELLER and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by SELLER, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of SELLER, and

4. At the Closing, SELLER shall deliver to BUYER an opinion of counsel to the effect that the covenants, representations and warranties contained above are true and correct as of the Closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates of other documents furnished by partners, officers, officials and other counsel of SELLER, and upon such other documents and data as such partners, officers, officials and counsel may deem appropriate.

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: An ALTA Form B Marketability title insurance commitment shall be obtained by SELLER at SELLER's expense and be issued by Attorney's Title Insurance Fund, Inc., or such other insurer as may be approved, in writing, by BUYER, agreeing to issue to BUYER, upon recording of the deed(s), an Owner's policy of title insurance in the amount of the purchase price, insuring title of the BUYER to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth specifically in this Contract and all others, if any, shall be discharged by SELLER at or before Closing. BUYER shall have 10 days from date of receiving evidence of title to examine same. If title is found defective, BUYER shall, within 5 days thereafter, notify SELLER in writing specifying any defect.

If said defect(s) render title unmarketable, SELLER shall have 5 days from receipt of notice within which to remove said defect(s) and, if SELLER is unsuccessful in removing them within said time, BUYER shall have the option of either (1) accepting the title as it then is, or (2) terminating this agreement. If the agreement is terminated then each party shall be released of all further obligations under the Contract. SELLER agrees that it will, if title is found to be unmarketable, use and exercise diligent efforts to correct the defect(s) in title within the time provided therefore including, but not limited to, the bringing of necessary suits.

B. EXISTING MORTGAGES: SELLER shall furnish a statement from the mortgagee(s), if any, setting forth principal balance, method of payment, interest rate and whether the mortgage(s) is/are in good standing. The SELLER shall cause all mortgages to be released and/or satisfied prior to or at Closing as to the Property.

C. SURVEY: The BUYER may have surveys of the Property accomplished at its expense. The SELLER agrees to provide to the BUYER, at no expense, a copy of any and all existing surveys on the Property over which the SELLER exercises ownership, control or dominion. If the survey, certified by registered Florida surveyor, shows any encroachment of said Property or that improvements intended to be located on the Property in fact encroach on lands of others, or violate any of the Contract covenants, the same shall be treated as a title defect. SELLER agrees that from the date this Agreement is executed by SELLER, BUYER and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

D. LIENS: SELLER shall, both as to the Property and personalty being sold hereunder, furnish to BUYER at time of Closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of liens or potential lienors known to SELLER and further attesting that there have been no improvements to the Property for 90 days immediately preceding date of Closing. If the Property has been improved within said time, SELLER shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to a SELLER's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

E. PLACE OF CLOSING: Closing shall be held at the Office of the Seminole County Attorney, or such other office as the County Attorney may direct.

F. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than 6 days shall in the computation thereof exclude Saturdays, Sundays and legal holidays including County holidays, and any time period provided for herein which shall be on a Saturday, Sunday or legal holiday including County holidays shall extend to 5:00 p.m. of the next full County business day.

G. DOCUMENTS FOR CLOSING: SELLER is responsible for providing fully executed and/or recordable documents, including but not limited to, deed(s), mechanic's and/or construction lien affidavit(s), estoppel letter(s), mortgage satisfaction(s) and/or release(s), satisfaction(s) of judgment(s), Court Order(s), and any and all corrective instrument(s) that may be required in connection with perfecting the title all of which shall survive Closing. Copies of the proposed Closing documents shall be exchanged at least 5 working days prior to Closing. The Statutory Warranty Deed, in addition to all common law covenants shall include the covenant of further assurances. All grantors shall be deemed to be subject to enforcement or action as to each and every covenant.

H. EXPENSES: State documentary stamps which are required to be affixed to the deed(s) and other instrument(s) of conveyance shall be paid by the SELLER. The costs of recording any and all corrective instruments shall be paid by SELLER (See, Section 201.01, Florida Statutes). SELLER shall pay all costs of providing an Owner's Title Insurance Commitment and the Owner's Title Insurance Policy, as outlined in item A above. SELLER shall pay all costs of recording the deeds of conveyance, the Restated Declaration, the Amendment to the Restated Declaration, the Amendment to the Articles of Incorporation and any corrective instruments necessary to cure any defects of title and to pay any liens against the Property, including state documentary stamp taxes applicable to any of the foregoing list of documents, provided, however, that BUYER shall pay for its own appraisals, survey, planning studies and environmental reports/audits. Each party will pay their own attorney's fees.

I. PRORATION OF TAXES (REAL AND PERSONAL): Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed, and a current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be

prorated on the prior year's taxes; provided, however, that if there are complete, improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax proration; based on an estimate may, at request of either party to the transaction, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the Closing statement. If proration would result in BUYER paying less than 1/12th of the year's taxes, SELLER shall pay all taxes without proration.

J. SPECIAL ASSESSMENT LIENS: Any and all certified, confirmed and ratified special assessment liens as of the date of Closing shall be paid by SELLER. Pending liens as of date of Closing shall be assumed by BUYER; provided, however, that where the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed or ratified and SELLER shall, at Closing, be charged an amount equal to the last estimate by the public body, of the assessment for the improvement. If BUYER is subject to such matters as a governmental entity all matters subsequent to Closing shall be applicable only if applicable to such an entity.

K. PERSONAL PROPERTY AND MATERIALS INSPECTION, REPAIR: Ownership of the real property, personal property or any other property located on the Property shall be transferred to the BUYER by means of an absolute Bill of Sale or by means of the deed of conveyance, as the case may be. SELLER shall remove all personal property not sold to BUYER from the Property prior to the Closing.

L. RISK OF LOSS: If the real property, personal property and materials mentioned in Standard K are damaged by fire or other casualty prior to Closing, costs of restoration shall be an obligation of the SELLER and Closing shall proceed pursuant to the terms of this Contract with the costs therefore escrowed at Closing. In the event the costs of repair or restoration exceeds 3% of the total purchase price, BUYER shall have the option of either taking the property as is, together with the insurance proceeds payable by virtue of such loss or damage, if any, or of canceling this Contract.

M. MAINTENANCE: Personal property referred to in Standard K and the real property shall be fully maintained by SELLER, ordinary wear and tear excepted. BUYER or BUYER's designee will be permitted access for inspection prior to Closing.

N. ESCROW: Only the Clerk of the Circuit Court (Finance) for Seminole County shall serve as escrow agent, should an escrow agent be required as part of this transaction. The Clerk shall promptly deposit and hold all funds deposited in escrow and disburse same subject to clearance thereof in accordance with terms and conditions of an escrow agreement. In the event of doubt as to her duties or liabilities, the escrow agent may in her sole discretion, continue to hold the monies which are the subject to escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto. In the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to

recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party.

All parties agree that the escrow agent shall not be liable to any party or person whomsoever for misdelivery to BUYER or SELLER of monies subject to this escrow, unless such misdelivery shall be due to willful breach of the escrow agreement or gross negligence on the part of the escrow agent.

O. DEFAULT WAIVER: If BUYER fails to perform this Contract within the time specified, SELLER, at its option, may proceed at law or in equity to enforce its legal rights under this Contract. If, for any reason other than failure of SELLER to render title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance without thereby waiving any action for damages resulting from Seller's breach. Failure of BUYER to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

P. CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: This Contract shall be recorded in the Board of County Commissioner's public records and not recorded in the official land records. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. The agreements expressed herein shall survive Closing.

Q. PRORATIONS AND INSURANCE: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of Closing under the provisions of this Contract. BUYER shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which extent premiums shall be prorated. The cash at Closing shall be decreased as may be required by said prorations. All references in this Contract to prorations as of date of Closing will be deemed "date of occupancy" if occupancy occurs prior to Closing, unless otherwise provided for herein.

R. CONVEYANCE: SELLER shall convey title to the Property by Statutory Warranty Deed which shall include all common law covenants of title and seisin and which shall also include the covenant of further assurances. Title shall be conveyed free and clear of all liens and encumbrances subject only to matters contained in Paragraph 6 hereof and those otherwise accepted in writing by BUYER. The deed(s) must be in a form that will provide for insuring marketable title in accordance with the terms of this Contract.

S. HAZARDOUS MATERIALS/POLLUTION: BUYER shall have the right, prior to Closing, to come upon the Property with its employees, engineers and other personnel to inspect and conduct testing upon the Property. If BUYER determines that the Property contains any hazardous wastes or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, BUYER may elect to cancel this Agreement and have all sums paid hereunder returned to it. This Agreement is specifically made contingent upon the respective Property being free of contamination and as represented above.

T. SURVIVAL: Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that SELLER's representations, warranties, covenants and agreements shall survive Closing and all of the same shall not merge into the Deed(s) to be given by SELLER but shall be independently actionable. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement shall survive the Closing, the delivery and recording of the deed and possession of the Property. All elements of this Agreement are consideration relative to this purchase and sale.

U. AGREEMENT EFFECTIVE: This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

V. ADDENDUM: Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

W. NOTICE: Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

X. RADON GAS: 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.

Y. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Option Contract for Sale and Purchase on the date written below.

SELLER: Florida Conference Association of Seventh Day Adventists

WITNESSES:

Print Name: _____

By: _____
Print Name:
Title:

Print Name: _____

Dated this ___ day of _____,
2004

(Corporate Seal)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County,
Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance of Seminole
County only.
Approved as to form
and legal sufficiency.

As authorized for execution
by the Board of County
Commissioners at their

2004, regular meeting.

County Attorney

- Exhibits: A Drawing of Utilities and Easements
- B Intentionally Omitted
- C Notice of Reversion
- D Architect's Rendering
- E Restated Declaration of Covenants and Restrictions
- F Escrow Agreement
- G Environmental Affidavit
- H Affidavit of Interest in Real Property
- I Deed Conditions

SPL
7/19/04
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EXHIBIT "A"

DRAWING OF UTILITIES AND EASEMENTS

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

NOTICE OF REVERSION

SEMINOLE COUNTY, a political subdivision of the State of Florida, (the "COUNTY") hereby acknowledges that the property legally described as follows:

INSERT LEGAL DESCRIPTION OF EXISTING STATION 13

(hereafter the "PROPERTY") is subject to a reverter provision in that certain deed dated _____ and recorded in ORB _____ of the public records of Seminole County (hereafter the "DEED"). The COUNTY hereby acknowledges that on _____ the COUNTY ceased using the PROPERTY for fire station purposes and, in accordance with the provisions of the DEED, title thereto reverted to the Florida Conference Association of Seventh Day Adventists, a Florida not for profit corporation whose address is 655 N. Wymore Road, Winter Park, FL 32789 by operation of law.

EXHIBIT "D"

ARCHITECT'S RENDERING

EXHIBIT "E"

RESTATED COVENANTS

EXHIBIT "F"

ESCROW AGREEMENT

The Escrow Agreement shall provide that the Clerk of Seminole County shall serve as Escrow Agent. The basic terms of the Escrow agreement shall be:

1. Clerk shall pay all of the Escrowed Funds to the Seller upon presentation of notice from Buyer that the utility lines and easements have all been relocated (collectively the Improvements) in accordance with the Agreement dated _____.
2. In the alternative, the Clerk shall pay Buyer the amount of the Escrowed Funds specified in a sworn statement from the County Manager, provided that the statement shows on its face that: (a) Seller was provided with written notice that Seller's failure to complete the Improvements delayed Buyer's construction of a fire station; and (b) Seller failed to complete the Improvements within sixty (60) days after the date of the written notice; and (c) Buyer completed the Improvements, and (d) the Buyer paid the cost of completing the Improvements as stated in the sworn statement. The balance, if any, of the escrowed funds remaining after the payment to Buyer shall then be paid to Seller.

The remaining terms of the Escrow Agreement shall be as shall be reasonably agreed upon between the parties prior to closing, or in the event they shall fail to agree the Escrowed Funds shall be placed with the Clerk in the form of a Cash Completion Bond as generally required for subdivision improvements in Seminole County requiring the Seller to complete the Improvements within ___ days after closing pursuant to Plans and Specifications as approved by Seminole County Utility Department.

EXHIBIT "G"

HAZARDOUS MATERIALS OR WASTE
AND ENVIRONMENTAL
CONTAMINATION AFFIDAVIT

(STATE OF)
(COUNTY OF)

COMES NOW, FLORIDA CONFERENCE ASSOCIATION OF SEVENTH DAY ADVENTISTS as SELLER and, pursuant to that certain Contract For Sale and Purchase between SELLER and SEMINOLE COUNTY, a political subdivision of the State of Florida (BUYER), dated _____, 2004, swears and affirms that the following facts are true:

(1) That it is the owner of the property as described in the above-referenced Contract For Sale And Purchase.

(2) That it has authority to bind the SELLER.

(3) There are no facts known to the SELLER materially affecting the value of the real property which is the subject of the above-referenced Contract which materially affect the value of the Property. There are no liabilities associated with the Property which have been observed by or which are known to the SELLER. To the best of SELLER's knowledge and belief, there are no hazardous materials or wastes or any other form of environmental contamination located upon or within the Property.

(4) SELLERS represents and warrants that the Property is not now being used and has not been used, by any business or other activity which uses or used environmental contaminants, toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. SELLERS further represents and warrants that the Property is not now being used and has not been used in the past as a garbage dump or landfill area.

(5) SELLER represents and warrants that the Property has not been/is not now in violation of any Federal, State or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or including, but not limited to, soil and groundwater conditions, since SELLERS took title.

(6) The SELLER has obtained any and all necessary permits, registrations, approvals and licenses necessary to generate, manufacture, transport, treat, store, handle, dispose or process any of the materials and substances referred to herein.

(7) The SELLER shall obtain any and all necessary permits, registrations, approvals and licenses necessary to cleanup, remediate and decontaminate the Property.

(8) The SELLER warrants that no Federal, State, or local government agency has filed any lien with regard to the property.

(9) There is no environmental condition, situation or incident on, at or concerning or in any way related to the property that could possibly give rise to any type of action, proceeding or investigation under any law, rule, regulation or common law theory.

(10) There are not underground storage tanks of any type or of any sort or similar lines or facilities located in anyway on the property.

(11) The property is not identified on the current or proposed (a) National Priorities List under 40 C.F.R. Part 300, Appendix B; (b) Comprehensive Environmental Response Compensation, and Liability Inventory System ("CERCLIS"); or (c) any list maintained by any Federal, State, or local authority relating in any way to environmental contamination.

(12) There are no impending changes or events that will substantially affect the property's compliance with environmental legal requirements or the ability to obtain and maintain in effect the non-violation status of the property.

(13) As with all other terms, conditions, covenants and warranties in the underlying Contract for Sale and Purchase, all of the matters set forth herein shall survive closing and burden the SELLER and his agent and their properties wheresoever located.

(14) SELLER agrees to indemnify, reimburse, defend and hold harmless the BUYER from and against all demands, claims, liabilities, fines, fees, losses or expenses including, but not limited to, attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon BUYER, arising out of or as a consequence of the use of the Property by the SELLER (or any prior owner or operator) which used environmental contaminants, toxic chemicals, hazardous substances (including, but not limited to, hazardous wastes), or substance likely to infiltrate the soil or groundwater, the use of the Property by SELLER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the Property by the SELLER or any prior owner or operator as a garbage dump or landfill.

This indemnification specifically includes any and all future or contingent demands, claims, liabilities, fines, fees, losses or expenses. This indemnification includes any and all attorneys fees and legal costs that may be reasonably incurred by the BUYER.

FURTHER AFFIANT(S) SAYETH NAUGHT.

SIGNATURES ON NEXT PAGE

FLORIDA CONFERENCE ASSOCIATION OF SEVENTH DAY ADVENTISTS, A FLORIDA NOT FOR PROFIT CORPORATION

By: _____

Print Name:

Title:

(STATE OF)
(COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, the _____, of FLORIDA CONFERENCE ASSOCIATION OF SEVENTH DAY ADVENTISTS, A FLORIDA NOT FOR PROFIT CORPORATION, who is personally known to me or has produced _____ as identification and who did take an oath.

Notary

Print Notary Name

Notary Public in and For the County
and State Aforementioned
My Commission No. _____
My Commission Expires:

EXHIBIT "H"

AFFIDAVIT OF INTEREST IN REAL PROPERTY- F.S. 286.23(2)

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this ___ day of _____, 2004, for the sole purpose of compliance with Section 286.23(2) of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The name(s) and address(es) of the Grantor(s) of the before named real property is/are:

Florida Conference Association of Seventh Day Adventists, A Florida not for profit corporation

The names(s) and address(es) of every person having a beneficial interest in the above named real property that is the subject to negotiations for purchase by Seminole County, a political subdivision of the State of Florida is/are:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. Additional Names and Addresses attached as Exhibit "1" (if any).

FURTHER AFFIANT SAYETH NAUGHT

Signed, sealed and delivered

Florida Conference Association of Seventh Day Adventists., a Florida not for profit corporation

in our presences:

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

(STATE OF _____)
(COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004, by _____, the _____, of Florida Conference Association of Seventh Day Adventists, a Florida not for profit corporation, who is personally known to me or has produced _____ as identification and who did take an oath.

Notary Signature: _____

Print Notary Name: _____

Notary Public in and for the County _____ and State Aforementioned

My Commission Expires: _____

Notary Seal: _____

EXHIBIT "I"

DEED CONDITIONS

Exhibit A to Deed of Conveyance
Florida Conference Association of Seventh-day Adventists to Seminole County
LOT 4, MIRROR LAKE COMMERCIAL

1. This conveyance is subject to:

(a) This conveyance is subject to all of the reservations and easements appearing on the Plat of Mirror Lake Commercial and Grantor specifically reserves for itself, Mirror Lake Commercial Property Owners' Association, Inc. (the "Association") and the owners of Lots 1, 2 and 3, Mirror Lake Commercial, the rights of ingress, egress, wall easement, drainage easement, landscaping and irrigation easement, and right to maintain the same as shown on the Plat.

(b) Grantor grants to Grantee herein a perpetual non-exclusive easement and right to connect to and use the Drainage Piping System and Detention Pond of Mirror Lake Commercial as defined in the Restated Declaration; provided, however, that Grantee shall abide by and conform with the conditions and requirements of the St. Johns River Water Management District ("St. Johns") in connection with the Water Management System and further provided that the Lot shall have coverage of impervious surface not greater than eighty percent (80%). The Owner of Lot 4 shall not discharge, cause to be discharged, or permit to be discharged into the Drainage Piping System and Detention Pond any substance in violation of such conditions or which will adversely impact or affect the Water Management System. In the event of any harm to or degradation of the Drainage Piping System and the Detention Pond, or either of them, as a direct result of any discharge or other action of the Grantee, the Grantee shall pay for all costs of remediation of the harm or degradation and shall indemnify and hold harmless the Association for all costs in connection with remediation of damage directly attributable to Grantee. In the event St. Johns shall impose on the Association any cost, fine or other obligation as a direct result of any action directly attributable to the Grantee, the Grantee shall pay for all such costs, fines or other obligation and shall indemnify and hold harmless the Association for all costs and expenses in connection therewith.

(c) Grantor grants to Grantee a non-exclusive easement and right to the use the common curb cuts, roadways and driveways which are constructed over the Ingress and Egress Easement as shown on the Plat of Mirror Lake Commercial, for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians (but not for parking); provided, however, that this easement shall not apply to any driveway over Common Property of the Association which is not within the Ingress and Egress Easement as shown on the Plat. No obstruction to the free flow of traffic over such Easements shall be permitted.

The Grantee shall reimburse the Association for the reasonable costs of the maintenance, repair and repaving ("Driveway Maintenance") of such driveways directly attributable to construction traffic to Lot 4 or any Driveway Maintenance necessitated by and directly attributable to extraordinary usage by the Lot 4 Owner which requires Driveway Maintenance over and above usual and customary maintenance as necessitated by the usage of other Lot

Owners. Any such reimbursement to the POA shall be made within thirty (30) days after receipt of invoice therefore.

(d) If at any time neither Seminole County nor some other municipal corporation nor other governmental entity is the Owner of Lot 4, the Lot 4 Owner shall be and become a member of the Association and shall be subject to assessments as set forth in Paragraph 9.04 of the Restated Declaration of Covenants and Restrictions.

(e) The term "Grantee" and "Lot 4 Owner" shall include the Grantee herein, Seminole County, its tenants or lessees, occupants, invitees, guests, visitors, customers, agents and employees, and its successors and assigns.

(f) Grantor and the Association acknowledge that Grantee's compliance with any indemnity provision contained herein is subject to all restrictions, procedures and limitations provided by law with respect to governmental entities.

2. OPTION: Grantor (hereafter in this Option Paragraph referred to as "FCASDA") reserves and retains for itself, and by acceptance of this Deed Grantee (hereafter in this Option Paragraph referred to as "Seminole County") grants to FCASDA the exclusive right, privilege and option (the "Option") to re-purchase the property conveyed hereby, which option shall be exercisable **only in the event the Grantee herein has not obtained a Certificate of Occupancy for a Fire Station on the subject property on or before July 1, 2009.**

Duration and Fee. The term (the "Term") of the Option shall begin on July 1, 2009, **but only if the Seminole County has not obtained a Certificate of Occupancy for a Fire Station by such date**, and shall extend through December 31, 2009. FCASDA shall not be required to make any further payment to Seminole County during the term of this option, except as set forth below.

Exercise of Option. FCASDA may exercise the Option at any time prior to expiration of the Term by giving notice of the exercise (the "Exercise Notice") to Seminole County not later than December 31, 2009. Upon exercise of the Option, FCASDA shall purchase the Property from Seminole County, and Seminole County shall sell the Property to FCASDA, subject to the terms and conditions of this Agreement.

Purchase and Sale. If the Option is exercised, FCASDA shall purchase the Property from Seminole County on a date that is not later the end of the Term (the "Closing Date"). FCASDA may select the specific date for the Closing Date during such period by giving Seminole County no less than twenty business days notice of the date on which FCASDA wishes to close. In the absence of such notice, the Closing Date shall be the first business day that is 30 days after the date of the Exercise Notice.

Purchase Price. The Purchase Price shall be the sum of Seven Hundred Thousand Dollars (\$700,000.00), to be paid cash at closing.

Conveyance of Title. Seminole County will convey title to the property to FCASDA at the closing hereunder by statutory county deed, without warranty of title; however, such conveyance shall be subject only to those exceptions as set forth in this deed (the "Permitted Exceptions") and any other exceptions acceptable to FCASDA.

Closing. The closing on the purchase of the Property shall be held on the Closing Date at the office of the attorney for Seminole County. FCASDA shall notify Seminole County of the Closing Date 6 days or more prior to the Closing Date and closing shall occur not more than 30 days after receipt of such notice from FCASDA.

Ad valorem real estate taxes and general and special assessments with respect to the Property for the year in which the closing occurs shall be prorated between Seminole County and FCASDA as of the Closing date, based upon the best available estimates. All prior special assessments levied on the property shall be fully paid by Seminole County at the closing. FCASDA shall pay all closing expenses related to the transaction, including documentary stamp tax and title insurance premium. Each party shall be responsible for its own attorneys' fees.

Closing Deliveries. At closing:

a. Seminole County shall deliver to FCASDA the following:

A statutory county deed duly executed and acknowledged by Seminole County and in proper form for recordation, conveying the Property to FCASDA, free and clear of all liens, easements and other encumbrances, except for the Permitted Title Exceptions; a duly executed closing statement; and such other documents duly executed in recordable form reasonably required by FCASDA to consummate the purchase and sale contemplated herein.

b. FCASDA shall deliver to Seminole County the following:

Cash in the form of a certified check or a wire transfer to an account designated in writing by Seminole County for the balance of the cash due at closing after adjustments, prorations and similar matters; a duly executed closing statement; and such other documents duly executed in recordable form reasonably required by Seminole County to consummate the purchase and sale contemplated herein.

c. Exclusive possession of the Property shall be delivered to FCASDA on the Closing Date.

Notices. All notices required or referenced by this Option Agreement shall be hand delivered or sent by U. S. certified mail, return receipt requested, or other form of delivery requiring signature by the person receiving the delivery, to the following addresses.

To FCASDA: Florida Conference Association of Seventh-day Adventists
655 North Wymore Road
Winter Park, FL 32789

To Seminole County: Seminole County
1101 East First Street
Sanford, FL 32771

3. The option contained in Paragraph 2 above shall lapse and be of no further force or effect upon the sooner of (1) Grantee's recording of a notice of reversion regarding the property described in that certain deed dated _____ and recorded in ORB _____, or (2) December 31, 2009.

4. In the event of any dispute relating to the easements granted and obligations of the Grantee hereunder and the Option reserved and granted herein, the prevailing party in the dispute shall be reimbursed for any court charges related to the resolution of the dispute and its reasonable attorneys' fees, whether suit be brought or not.

5. Mirror Lake Property Owners' Association, Inc., joins in this Exhibit for the purpose of evidencing its consent to the easements and other provisions granted by the Grantor.

IN WITNESS WHEREOF, the parties hereto have approved this Exhibit on the date written below.

GRANTOR
Florida Conference Association of
Seventh-day Adventists

By: _____
Thomas L. Verrill
Vice President

**MIRROR LAKE COMMERCIAL
PROPERTY OWNERS' ASSOCIATION, INC.**

By _____
Thomas L. Verrill
President

Exhibit A to Deed of Conveyance
Florida Conference Association of Seventh-day Adventists to Seminole County
LOT 4, MIRROR LAKE COMMERCIAL

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Purchase and Sale. If the Option is exercised, FCASDA shall purchase the Property from Seminole County on a date that is not later the end of the Term (the "Closing Date"). FCASDA may select the specific date for the Closing Date during such period by giving Seminole County no less than twenty business days notice of the date on which FCASDA wishes to close. In the absence of such notice, the Closing Date shall be the first business day that is 30 days after the date of the Exercise Notice.

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b. FCASDA shall deliver to Seminole County the following:

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1101 East First Street
Sanford, FL 32771

3. The option contained in Paragraph 2 above shall lapse and be of no further force or effect upon the sooner of (1) Grantee's recording of a notice of reversion regarding the property described in that certain deed dated _____ and recorded in ORB _____, or (2) December 31, 2009.

4. In the event of any dispute relating to the easements granted and obligations of the Grantee hereunder and the Option reserved and granted herein, the prevailing party in the dispute shall be reimbursed for any court charges related to the resolution of the dispute and its reasonable attorneys' fees, whether suit be brought or not.

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IN WITNESS WHEREOF, the parties hereto have approved this Exhibit on the date written below.

GRANTOR
Florida Conference Association of
Seventh-day Adventists

By: _____
Thomas L. Verrill
Vice President

MIRROR LAKE COMMERCIAL
PROPERTY OWNERS' ASSOCIATION, INC.

By _____
Thomas L. Verrill
President