

**REINSTATEMENT AND FIRST AMENDMENT TO
AGREEMENT OF SALE AND PURCHASE**

THIS REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT OF SALE AND PURCHASE (“**Amendment**”) is made by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (the “**Seller**”) and **BROWARD COUNTY**, a political subdivision of the State of Florida (the “**Purchaser**”), concerning the property legally described on the attached **Exhibit A** (hereinafter the “**Property**”).

W I T N E S S E T H:

WHEREAS, Seller and Purchaser entered into an Agreement of Sale and Purchase made as of the 22nd day of February, 2017 (hereinafter the “**Contract**”);

WHEREAS, pursuant to Article 8(a) of the Contract, the Contract was terminated effective May 18, 2017, the Inspection Completion Date, because as of that date the Purchaser needed additional time to conduct further environmental testing on the Property;

WHEREAS, the parties mutually desire to reinstate and amend the Contract as set forth below;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. **Recitations and Reinstatement**. The recitations set forth in the preamble of this Amendment are true and correct and are incorporated herein by this reference. Seller and Purchaser hereby agree that the Contract is reinstated, subject to the terms of this Amendment, and that the Purchaser’s letter of termination is hereby revoked by Purchaser and of no further force and effect.

2. **Inspections**. Article 8(a) is hereby amended to provide that the Purchaser shall have a period (“**Environmental Inspection Period**”), which shall be sixty (60) days following the Effective Date of this Amendment, in which to conduct such further environmental testing as Purchaser shall elect. The Effective Date of this Amendment is the date upon which the second of the parties to fully execute the Amendment emails a fully executed copy to the party that first executed the Amendment. If, prior to 5:00 P.M. est. on the date (“**Environmental Inspection Completion Date**”) which is the end of the Environmental Inspection Period, Purchaser determines that the Property is unacceptable, in Purchaser’s sole and absolute discretion, Purchaser shall give written notice by email to Seller electing to terminate the Contract, in which event Purchaser’s Escrow Deposit shall be refunded to Purchaser. In the event said notice is not delivered prior to 5:00 p.m., est. on the Environmental Inspection Completion Date, the Contract as amended hereby shall continue in full force and effect, and Purchaser shall proceed to Closing (subject to the other terms and conditions of the Contract). All other deadlines under the Contract shall be calculated based on the Environmental Inspection Completion Date (as same may be extended pursuant to paragraph 3 below) instead of based on the Inspection Completion Date (as stated in paragraph 8(a) of the Contract). For purposes of this paragraph, Seller’s email address is supt_runcie@browardschools.com, with a copy to chris.akabosu@browardschools.com, and

Purchaser's email address is bhenry@broward.org with a copy to pbhogaita@broward.org.

3. **Contract Administration.** The School Board of Broward County, Florida does hereby delegate authority to the Superintendent of Schools, or his/her designee, to take such action and execute such documents as necessary to implement and administer the Contract as amended hereby, including if needed, granting up to three additional thirty (30) day extensions of the Environmental Inspection Period (which result in extension of the Environmental Inspection Completion Date) if the Purchaser (through County staff) indicates that it requires additional inspection or review time after expiration of the Environmental Inspection Period.

4. **Captions and Section Headings.** Captions and Section headings contained in this Amendment are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Amendment, nor the intent of any provision hereof.

5. **No Waiver.** No waiver of any provision of this Amendment shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment. A facsimile or email transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

7. **Binding Effect.** This Amendment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns. All of the terms and conditions of the Contract not specifically amended hereby or inconsistent herewith shall remain in full force and effect and the parties shall be bound by the terms thereof.

8. **Entire Agreement.** This Amendment contains and sets forth the entire understanding between Seller and Purchaser regarding the subject matter hereof, and it shall not be changed, modified, or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification, or amendment is sought.

9. **Conflict.** In the event of a conflict between the terms and conditions of this Amendment and the Contract, the terms and conditions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

SELLER:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____

Name: _____

Title: Abby M. Freedman, Chair

ATTEST:

Name: Robert W. Runcie
Title: Superintendent of Schools

Approved as to form and legal content:

Name: _____
Office of General Counsel

PURCHASER:

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____

____ day of _____, 20____

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

James D. Rowlee
Senior Assistant County Attorney
____ day of _____, 20____

EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTH 364.97 FEET OF BLOCK 1, "LAUDERDALE INDUSTRIAL PARK – AMENDED" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE EAST 5.00 FEET THEREOF.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FL