

## SECOND EDUCATIONAL DEVELOPMENT AGREEMENT

THIS SECOND EDUCATIONAL DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of April, 2024, by and between the CITY OF EUSTIS (hereafter referred to as the City or Grantor) and LAKE-SUMTER STATE COLLEGE FOUNDATION, INC., and THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE (hereafter collectively referred to as the College or Grantee).

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

### I. SUBJECT OF AGREEMENT

Subject to the terms and conditions set forth in this Agreement, the City shall convey to the College, a portion of real estate of approximately four acres located at the northwest corner of State Road 44 and Hicks Ditch Road, across from Cobb Tractor, and diagonally adjacent to Cobb Commerce Park (the "Property").

The College acknowledges it shall conduct a survey of the Property. Prior to closing the parties shall agree on the legal description for the Property to be conveyed and said legal description will be added to this Agreement as an addendum and will be included on the special warranty deed. Title to the Property shall be conveyed subject to rights of reversion to City, easements, restrictions, zoning ordinances, covenants, and rights of way of record.

### II. CONSIDERATION

For and in consideration of the transfer of Property to the College, the College represents, warrants, and agrees to the following terms and conditions:

1. Within two (2) years after the Property is conveyed to the College, the College shall enter into a contract with a qualified construction company/contractor to build the Commercial Driver's License and Utility Lineworker Training Facility. The construction of the Commercial Driver's License and Utility Lineworker Training Facility must be completed within five (5) years of its conveyance. Completion is defined as issuance of a certificate of occupancy by the appropriate governmental authority. The quality and type of construction will be substantially similar to the other College facilities in Lake County, Florida. To ensure the quality and type of construction conforms to the standards sought by the City, prior to commencement of construction, the College shall present to the City schematics and conceptual plans of the proposed facility for approval.

2. The initial authorized use for this Property shall be for the Commercial Driver's License and Utility Lineworker Training Facility and related educational/training courses. If, after the Commercial Driver's License and Utility Lineworker Training Facility is built and the program is running, the College wishes to discontinue the program and offer an alternate educational use at the Property, the College shall notify the City in writing of their intent to do so no later than ninety (90) days prior to

implementing the alternate educational use. The City shall not object to the College's intended use if the use is considered educational in nature as determined by the City at its reasonable discretion. The City shall provide the College with written confirmation of its approval or its objection to the intended use as soon as possible, but no later than sixty (60) days after being notified by the College. If the City fails to provide notice to the College as specified herein, approval will be considered to have been given to the College for intended use. If the College fails to provide notice to the City as specified herein, the City at its sole discretion may deem it a breach of the terms of the Agreement resulting in the Property reverting to back to the City. The College must notify the City and obtain the necessary written approval as stated herein each time the College seeks to change the current authorized educational use of Property.

3. Per the original Educational Development Agreement with the College for conveyance of land in 2023, once the Commercial Driver's License and Utility Lineworker Training Facility is built and the program is running, the College shall provide the City free of charge five (5) training slots per year in perpetuity.

### III. CLOSING

The closing shall occur within one-hundred and twenty (120) days from the date of execution of this Agreement. If closing does not occur on the specified date and the parties have not agreed to extend the closing date in writing prior to the expiration of said date, this Agreement is immediately null and void and neither party shall have any further rights or obligations under this Agreement.

### IV. TITLE

The City will convey title of the Property to the College by a special warranty deed, free and clear of all liens, encumbrances, defects, and burdens, except for easements, restrictions, and rights of reversion stated herein, and rights of way.

Grantor and Grantee agree that title to the Property will be conveyed to Lake-Sumter State College. The College shall not convey, sell or otherwise transfer its interest in the Property for any purpose without the prior written consent of the City.

### V. PROOF OF TITLE

The College shall obtain, at the College's sole cost and expense, a standard owners policy of title insurance from a licensed title company in an amount not less than the cost of construction of the Commercial Driver's License and Utility Lineworker Training Facility.

In the event the College has valid objections to the marketability of the title to the Property, the City may satisfy said valid objections or the City may declare this Agreement null and void in which event the College shall convey the Property to the City by special warranty deed similar in form and content to that executed by the City.

The College hereby waives any and all claims, causes of action, and its right to recover any damages, costs, expenses or losses which result out of or are incurred by the College in connection with this Agreement, and/or the development, design, and construction of the Commercial Driver's License and Utility Lineworker Training Facility on the Property.

#### VI. PAYMENT OF EXPENSES

The City shall have no liability of any cost, fees, obligations, real estate taxes, or any other cost related hereto, and all costs including but not limited to financing, title insurance, closing, appraisals, mortgages and registration fees related to this Agreement, or the transfer of the Property, shall be paid by the College.

#### VII. THE CITY'S REVERSIONARY INTEREST AND CONVEYANCE RESTRICTION

The College acknowledges that the special warranty deed, which transfers title of the Property, will contain the following reversionary language:

“Absent a written agreement by the Grantor to subordinate its reversionary interest, if the Grantee fails to initially construct and operate a Commercial Driver's License and Utility Lineworker Training Facility as specified in the Educational Development Agreement between the Grantor and Grantee, and thereafter use the Property for an educational purpose for which the Grantor has provided the Grantee written approval for, then all right, title, and interest in the Property, as well as all buildings, structures, fixtures, and other improvements on the Property shall revert to the Grantor and shall be deemed the Grantor's sole and exclusive property, as allowed by law. If title of the Property and all buildings, structures, fixtures, and improvements revert to the Grantor, the Grantee shall not receive any compensation for the Property, or any buildings, structures, fixtures, and improvements located on the Property.”

“Furthermore, without the Grantor's prior written consent, the Grantee shall not convey, sell or otherwise transfer this Property.”

Title to the Property shall revert to the City in the event the College fails, in any respect, to comply with the terms and provisions of this Agreement including, but not limited to, the duties imposed upon the College which arise subsequent to the date of transfer of the Property.

#### VIII. DAMAGES

In the event the College fails to comply with any term or warranty in this Agreement, then title to the Property shall immediately revert to the City and this Agreement shall immediately become null and void, whereupon all rights of the College hereunder shall end all at the option of the City.

The College acknowledges and understands that should this Agreement be declared null and void and should a reversion of title to the Property occur that the College shall have no claim against the City for any damages, costs, or claims for specific performance or other cause of action, and the failure to comply with the terms of this Agreement shall be solely at the risk of the College without liability or obligation on behalf of the City.

AT CLOSING THE COLLEGE MAY BE REQUIRED TO GRANT TO THE CITY MANAGER OF CITY OF EUSTIS POWER OF ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY REVEST TITLE TO THE PROPERTY TO THE CITY INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO EXECUTE DEEDS, LIEN RELEASES, AND AFFIDAVITS AS REQUIRED. THE COLLEGE SHALL NOT REVOKE SAID POWER OF ATTORNEY WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY.

#### IX. CONDITION OF PROPERTY

The City makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the Property (except as noted in the special warranty deed). The College acknowledges that the City has made no representations or warranties, express or implied, as to the condition of the Property or the condition of title to the Property. The College is granted, up to the day prior to the Closing Date, the right to access the Property and have it inspected at the College's sole cost and expense. Any damages caused by said inspections shall be paid by the College. The College agrees that it will rely solely upon the results of any inspections it has conducted. The College agrees that it is taking title to the Property in its "as is, where is" condition. In the event any inspection conducted by the College reflects a condition which is unacceptable to the College, the College shall have the right to terminate this Agreement at any time prior to the Closing in which event the parties will be relieved of any further right, duty or obligation set forth in this Agreement. The City makes no representations or warranties of any kind whatsoever, express, or implied, relative to the inclusion or exclusion of the Property from a flood fringe area or flood-way area, as the same are defined by the Federal Emergency Management Agency (FEMA). The College agrees to make any and all inquiries deemed appropriate or required in said regard, and further agrees that the exclusion of the Property from said described areas is not a condition to the Closing of this Agreement.

#### X. NO ASSIGNMENT

The College may not assign its respective interests, rights, and responsibilities under this Agreement without the prior written consent of the City. In addition, and without limitation, the City acknowledges and agrees that the College may encumber its interest in the Property with a mortgage or similar instrument or indenture, which instruments shall in all cases be subject to the rights of the City outlined in this Agreement.

#### XI. AMENDMENTS

No amendment, modifications, or alterations of the terms hereof shall be binding unless the same are in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

#### XII. AGREEMENT TO SURVIVE DELIVERY OF SPECIAL WARRANTY DEED

All terms and conditions of this entire Agreement (and all attachments and addendums) shall survive the delivery of the special warranty deed to the College.

#### XIII. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns. This provision does not alter the requirement that the College cannot assign all or any portion of this Agreement without the prior written consent of the City.

#### XIV. NOTICES

All notices required by this Agreement shall be sent in writing via certified mail, return receipt requested or via mail delivery requiring signature. Courtesy copies may be sent via email, however electronic mail shall not satisfy the notice requirement. Notice shall be sent to the parties as stated below:

City of Eustis  
City Manager  
10 N. Grove Street  
Eustis, FL 32726  
(with a copy to the City Attorney listed on the City's website)

Lake-Sumter State College Foundation, Inc./Lake-Sumter State College  
College President  
9501 US Highway 441  
Leesburg, FL 34788

#### XV. NO WAIVER

Neither failure nor delay on the part of the City in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the

City by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given.

#### XVI. HEADINGS

The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

#### XVII. ENTIRE AGREEMENT

This Agreement and all exhibits hereto, if any, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

#### XVIII. PREVAILING PARTY

In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

#### XIX. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that Lake County, Florida shall have exclusive personal jurisdiction for all legal actions and disputes which arise out of this Agreement. The parties further agree the sole venue for any legal actions or disputes which arise out of this Agreement shall be Lake County, Florida.

#### XX. CITY COMMISSION APPROVAL

This Agreement must be approved by the Eustis City Commission via Resolution.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

City of Eustis

By: \_\_\_\_\_  
Tom Carrino, City Manager

Attest : \_\_\_\_\_  
Christine Halloran, City Clerk

College: \_\_\_\_\_  
Dr. Heather Bigard, President  
Lake-Sumter State College Foundation, Inc.  
9501 US Highway 441  
Leesburg, FL 34788

STATE OF FLORIDA )  
COUNTY OF LAKE )

On this \_\_\_\_ day of April, 2024 before me, a notary public in and for the county and state, personally appeared Tom Carrino, City Manager of the City of Eustis and Christine Halloran, City Clerk of the City of Eustis, who are personally known to me to be the same persons who executed the foregoing instrument and who duly acknowledge the execution of the same.

Witness my hand and seal this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
COUNTY OF LAKE )

On this \_\_\_\_ day of April, 2024, before me, a notary public in and for the county and state, personally appeared Heather Bigard, President of Lake-Sumter State College Foundation, Inc., who is personally known to me to be the same person who executed the foregoing instrument and who duly acknowledges the execution of the same.

Witness my hand and seal this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Notary Public