

EDUCATIONAL DEVELOPMENT AGREEMENT FIRST AMENDMENT

THIS FIRST AMENDMENT modifies that certain "EDUCATIONAL DEVELOPMENT AGREEMENT" dated _____ (hereafter the "**Agreement**"), between the CITY OF EUSTIS ("**Grantor**") and LAKE-SUMTER STATE COLLEGE FOUNDATION, INC., and THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE (collectively "**Grantee**") concerning the conveyance of the real property referenced in the Agreement.

Grantor and Grantee hereby make the following terms and conditions part of the Agreement:

1. Consideration. 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.

Per the Agreement, 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. If the College discontinues the Commercial Driver's License and Utility Lineworker Training Program and the City approves an alternate educational use at the Property, within sixty (60) days of receipt of the City's approval the College shall enter into an agreement with the City providing comparable scholarships in perpetuity to the City for individuals meeting the educational program qualifications.

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.

2. 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

3. Extension of Closing Date. The Closing Date of this transaction is hereby extended and shall occur on or before September 21, 2023.

4. Title. Grantor and Grantee agree that title to the Property will be conveyed to Lake-Sumter State College (the "College") and not Lake-Sumter State College Foundation, Inc. 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.

5. 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.

The City, at its sole discretion, may waive the requirement for the College to grant the City Manager the power of attorney referenced in Article VIII (Damages) of the parties' Agreement.

6. Agreement Terms and Conditions. All terms and conditions of the Agreement not otherwise modified hereby shall remain in full force and effect. Any conflicts between the Agreement and this Amendment shall be controlled by this Amendment.

7. City Commission Approval. This First Amendment must be approved by the Eustis City Commission via Resolution.

IN WITNESS WHEREOF, the parties have executed this addendum on the ____ day of _____, 2023.

City of Eustis

By: _____
Tom Carrino, City Manager

Attest : _____
Christine Halloran, City Clerk

College: Heather Bigard
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 22 day of August, 2023 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 _____, 2023.

Notary Public

STATE OF FLORIDA)
COUNTY OF LAKE)

On this 22 day of August, 2023 before me, a notary public in and for the county and state, personally appeared Heather Bigard, President of Lake-Sumter State College Foundation, Inc. and Lake-Sumter State College, 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 22 day of August, 2023.

Claudia Morris
Notary Public

