

## Continuation of Summary Explanation and Background

On December 2018, the Agreement of Sale and Purchase between SBBC and DR Horton, Inc., regarding the South Area Portable Annex 24.475 Acreage Site (Agreement) was entered into and became effective on December 20, 2018. Due to an unknown title defect that was discovered during the Title Review Period, SBBC on March 5, 2019, approved the First Amendment to Agreement of Sale and Purchase (First Amendment) which granted DR Horton an additional thirty (30) days under the Inspection Period to further research and resolve the title defect and amend the legal description as necessary.

Since approval of the First Amendment, staff has worked diligently with DR Horton Inc. to implement provisions of the Agreement. However, DR Horton Inc. is requesting a Second Amendment to Agreement of Sale and Purchase (Second Amendment) to address lingering issues and provide clarifying language in pertinent sections of the Agreement. The Second Amendment sought and as to reasons are as follows:

1. To enable the release of \$30,000.00 currently being held in the Escrow Agent's account to the Seller, said amount which were applicable to the two (2) extension fees (\$15,000.00 per extension) paid by the Purchaser to Seller to extend the Inspection Completion Date.
2. To provide clarifying language that the Seller and Purchaser will work together in good faith to satisfy any title requirements needed to convey insurable and marketable title to Parcel 4, to the Purchaser, at closing in accordance with Agreement. As specified in the Second Amendment, it should be noted that Purchaser shall reimburse the Seller any funds expended by the Seller to convey such title within thirty (30) days.
3. Consistent with Florida Statute Section 270.11, addresses Seller's formal actions regarding Seller's right of entry and mineral rights pertaining to the South Area Portable Annex 24.475 Acreage Site.
4. To further clarify language in Section 18 (Entitlement Approval Period) of the Agreement that all extension fees referenced and relating to this Section shall be promptly released to Seller and only returned to the Purchaser in the event of an uncured Seller's default.
5. To modify Section 20 (Agreement Administration) of the Agreement, which delegates authority to the Superintendent of Schools or his/her designee to take any action necessary to implement and administer the Agreement, to include the granting of requested extensions. It should be noted pursuant to the terms in the Second Amendment, Purchaser's requested extension shall be accompanied by a (i) \$20,000.00 extension fee per 30-day extension request, or (ii) \$50,000.00 per 90-day extension request.