

## Exhibit A

### THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Robert Gebaide, Esq.  
Baker & Hostetler LLP  
2300 Sun Trust Center  
200 South Orange Avenue  
Post Office Box 112  
Orlando, Florida 32802-0112  
Telephone: (407) 649-4000  
Facsimile: (407) 841-0168

### DONATION AGREEMENT

**THIS DONATION AGREEMENT** (this “**Donation Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by between **EVANS GROVES, INC.**, a Florida corporation (the “**Evans**”), and the **CITY OF OVIEDO, FLORIDA**, a Florida municipality, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (the “**City**”).

**WHEREAS**, Evans and United States Postal Service (“USPS”) entered into that certain Agreement of Purchase and Sale dated the 25th day of October, 2011, as amended by that certain First Amendment to Agreement of Purchase and Sale dated the 21st day of December, 2011 (“First Amendment”) (collectively, the “USPS Agreement”), pursuant to which Evans agreed to purchase that property located at 145 Geneva Drive, Oviedo, Florida 32765, as more particularly described in Exhibit A to the USPS Agreement, together with any improvements constructed thereon (“Property”); and

**WHEREAS**, pursuant to Section 4 of the First Amendment, Evans has assigned its interest in the USPS Agreement to City, and City has accepted such assignment and undertaken to perform the obligations of Evans under the USPS Agreement, and

**WHEREAS**, Evans has a long-standing tradition of supporting the City, and desires to donate to the City the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) (the “Donation Amount”) in order to facilitate the City’s purchase of the Property which is intended to be utilized by the City to provide social, recreational, cultural, and educational (including as a home for a museum for the Oviedo Historical Society) services.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Donation Agreement, and other good and valuable consideration, the receipt and sufficiency of which is agreed to by the parties, City and Evans covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated as part of this Donation Agreement by this reference.

2. **Certain Definitions.**

a. **Occupant.** “Occupant” means any person or entity who by lease agreement with the City, or other legal relationship with the City, including guests or invitees, has the right during the City’s ownership of the Property to occupy the Property, or any portion thereof, during the term of this Agreement.

b. **Permitted Use.** “Permitted Use” shall mean such uses consistent with those of a community center servicing the residents of the City to provide social, recreational, cultural, and educational (including as a home for a museum for the Oviedo Historical Society) services, which are not operated for profit, and for which membership may be restricted to persons living in the City. By way of clarification, permitted uses shall include social, cultural, and educational activities and recreational activities for teams and individuals or which provide non-organized leisure play such as board or card games, but excluding specifically gambling activities, homeless shelters, soup kitchen, drug or alcohol treatment facilities, governmental administration buildings (not excluding administrative uses related to the Permitted Use), police stations, fire stations, or any services routinely provided by the City’s administration, utility, fire or police departments. Notwithstanding the foregoing the City and Evans may agree to additional permitted uses.

3. **Covenant to Restrict the Use of the Property.** The City’s and any Occupant’s use of the Property shall be limited to the Permitted Use. Neither the Owner nor any Occupant shall use the Property for any purpose inconsistent with the Permitted Use.

4. **Sale of the Property.** In the event that the City sells the Property prior to December 31, 2042 (“Property Sale”), then the City shall pay at the Closing of such Property Sale the sum of \$200,000.00 in transportation impact fee credits to Evans, or to such other person, entity, or charitable foundation so directed by Evans, in reimbursement of the Donated Amount.<sup>1</sup>

5. **Use of Property for Purposes Inconsistent with Permitted Use; Enforcement of this Donation Agreement.**

(a) In the event that Evans determines that that the Property is being used for purposes other than the Permitted Use, Evans shall notify City of such determination. Unless the parties agree that the City is no longer using the Property for purposes other than the Permitted Use, or the City contests such determination in accordance with this paragraph, the City shall,

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<sup>1</sup> Sections 4 and 5 of this Donation Agreement provide for the City’s reimbursement to Evans of the Donated Amount, under certain defined circumstances, by means of a payment of \$200,000.00 in impact fee credits. In the event that applicable law or other facts or circumstances existing at the time of reimbursement renders a payment by means of transportation impact fee credits to be a failure of the intended reimbursement value of \$200,000.00, the parties shall address such failure in an equitable manner with the intention to provide the intended reimbursement value to Evans.

within thirty (30) days of receipt of such notice, pay the sum of \$200,000.00 in impact fee credits to Evans, or to such other person, entity, or charitable foundation so directed by Evans, in reimbursement of the Donated Amount. The City may, within thirty (30) days of receipt of the notice from Evans, contest Evans' determination in a court of competent jurisdiction with the prevailing party paying for all costs of the action including, but not limited to, attorneys' fees at all levels of the action (to include paralegal and alternative dispute resolution costs). Notwithstanding the foregoing, the parties shall utilize alternative dispute resolution processes and procedure to the maximum extent possible.

(b) Notwithstanding anything herein to the contrary, in the event that City at any time during the Term determines that it no longer desires to abide by the restrictions and covenants set forth in this Donation Agreement, City shall have the right to notify Evans of its termination of this Donation Agreement which notice must be accompanied by a payment of \$200,000.00 in impact fee credits to Evans, or to such other person, entity, or charitable foundation so directed by Evans, in reimbursement of the Donated Amount. Upon receipt of such payment, this Donation Agreement shall automatically terminate and the parties shall take all reasonable actions required to memorialize the termination of this Donation Agreement.

(c) City or Evans, as applicable, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by, or pursuant to, the provisions of this Donation Agreement; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees through and including any appeal (to include paralegal and alternative dispute resolution costs). Failure by Evans or City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time.

6. **Effective Date; Term.** This Donation Agreement is effective as of the date set forth in the first paragraph of this Donation Agreement ("Effective Date"). The term of this Donation Agreement ("Term") shall begin on the Effective Date and conclude on December 31, 2042.

7. **Severability.** If any provision of this Donation Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Donation Agreement shall remain in full force and effect as if such portion found invalid had not been included herein.

8. **Governing Law.** This Donation Agreement is executed in the State of Florida and the laws of the State of Florida shall govern the interpretation and enforcement hereof.

9. **Entire Agreement; Modification or Termination.** This Donation Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. The terms and provisions of this Donation Agreement may be modified or terminated only by a written

instrument signed by the parties hereto. This Donation Agreement may be signed in counterparts each of which shall be taken together to constitute but one document.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically (i.e. facsimile device with verification receipt capability) or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

**To Evans:**

Evans Groves, Inc.  
c/o Charles W. Evans  
Post Office Box 620460  
Oviedo, Florida 32762

**To City:**

City Manager  
400 Alexandria Boulevard  
Oviedo, Florida 32765

**With Copies to:**

Robert Gebaide, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue  
Suite 2300  
Orlando, FL 32801

**With Copies to:**

City Attorney  
Mr. William L. Colbert, Esq.  
Stenstrom, McIntosh, Colbert,  
Whigham, and Partlow P.A.  
1001 Heathrow Park Lane  
Suite 4001  
Lake Mary, FL 32746

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties have executed this Donation Agreement on the date stated below their signature.

**“EVANS”**  
EVANS GROVES, INC.,  
a Florida corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Charles W. Evans  
As its: President

\_\_\_\_\_  
Witness

STATE OF FLORIDA) ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Charles W. Evans as President of EVANS GROVES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Notary Signature)

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_

Approved as to form and legality  
for use and reliance by City  
of Oviedo, Florida

**“CITY”**  
CITY OF OVIEDO  
Accepted by the City of Oviedo

By: \_\_\_\_\_  
Dominic Persampiere, Mayor

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Barbara Barbour, City Clerk

**EXHIBIT "A"**

**(Description of Property)**

**LEGAL DESCRIPTION:**

*A PORTION OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*THE SOUTHEASTERLY 271.00 FEET OF LOT 6, BLOCK B AND THE SOUTHEASTERLY 271.00 FEET OF THE NORTHEASTERLY 83.00 FEET OF LOT 7, BLOCK B (LESS THE SOUTHEASTERLY 10 FEET FOR ROAD), ACCORDING TO THE PLAT THEREOF "WILSON'S ADDITION TO OVIEDO" RECORDED IN PLAT BOOK 1 AT PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.*

*CONTAINING 1.29 ACRES, MORE OR LESS.*