EXHIBIT 9

to

ITB-16-023-MT– SALE OF A PORTION OF BOARD-OWNED PROPERTY LOCATED AT N.E. 2 AVENUE AND N.E. 40 STREET, MIAMI, FL

NOTE: THE SCHOOL BOARD RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO AMEND/REVISE THIS AGREEMENT AND TO GENERATE THE DOCUMENT IN FINAL FORM

AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ("Seller")

AND

_____ ("Purchaser")

Dated: _____, 20__

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("**Purchase Agreement**") is made and entered into this _____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida** ("**Seller**" and "**Property Owner**" and "**School Board**") and _____ ("**Purchaser**" and "**Successful Bidder**"). The School Board and Purchaser are sometimes referred to herein individually as a "**Party**", and collectively as the "**Parties**".

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of the Realty (hereinafter defined); and

WHEREAS, Seller desires to sell the Property (hereinafter defined) to Purchaser, and Purchaser desires to purchase the Property from Seller, in accordance with and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Purchaser is the Successful Bidder pursuant to that certain Invitation to Bid # ITB-16-023-MT, issued by Seller, which Invitation to Bid # ITB-16-023-MT and all attachments thereto, as well as all representations set forth in the Successful Bidder's bid response, are incorporated herein by reference (the "**ITB**"); and

WHEREAS, The School Board of Miami-Dade County, Florida, approved entering into this Purchase Agreement at its regularly scheduled School Board meeting of _____, 20__, Agenda Item _____, School Board Action # _____.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Recital Incorporated**. The above recitals are true and correct and incorporated into this Purchase Agreement.

2. **Purchase and Sale; Realty; and Combined Parcels**.

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all that certain parcel of real property consisting of approximately 18,485 square feet, more or less, situate, lying and being in the County of Miami-Dade ("**County**"), State of Florida, and which legal description is set forth in **Attachment "A"**, attached hereto and made a part hereof ("**Realty**"), in fee simple, together with the following property and rights (the Realty and such property and rights are referred to herein collectively as the "**Property**" or "**Parcel 1**"):

(a) All surveys, plans, plats, soil tests, engineering studies, environmental studies and all other documents, studies, title policies, licenses, permits, authorizations, approvals, soil and ground water reports and asbestos material surveys, and any other intangible rights pertaining to the ownership and/or operation of the Realty, if any (collectively, the "**Documents**");

(b) All easements, privileges, riparian and other water rights, lands underlying any adjacent streets or roads, improvements located on the Realty and appurtenances pertaining to or accruing to the benefit of the Realty, if any; and

(c) All improvements thereon, if any.

Purchaser owns, in Fee Simple, Parcel 1, consisting of 18,485 square feet, more or less, and a contiguous Parcel 2, consisting of 53,762 square feet, more or less ("**Parcel 2**"), collectively described as Folio # 01-3219-014-0011, located in the Design District on N.E. 2 Avenue and N.E. 40 Street, Miami-Dade County, Florida. The combined Parcel 1 and Parcel 2 (hereinafter referred to as the "**Combined Parcels**") currently house the Seller's Design and Architecture Senior High School ("**DASH**"). As noted in the ITB, the Parties agree that this Purchase Agreement covers the purchase and sale of Parcel 1 only, and Seller shall continue to retain Fee Simple ownership of Parcel 2 subsequent to the conveyance of Parcel 1 to the Purchaser.

3. **Deposit.** Upon determination by the Seller of Purchaser being the Successful Bidder, as stipulated in the ITB, and completion of its Due Diligence Investigations, as called for in the ITB, Purchaser shall deliver to the School Board an earnest money deposit in the amount of _____ ($_____), which amount is equal to **TEN PERCENT (10%)** of the amount proffered by Purchaser in its bid (hereinafter referred to as the "**Bid Amount**"), to be held in a non-interest bearing account by the School Board (hereinafter referred to as the "**Deposit**"). The Deposit shall be credited against the Purchase Price at the closing for the sale of the Property to Purchaser (hereinafter referred to as the "**Closing**") and shall be otherwise subject to the terms and conditions contained herein and in the ITB. The Parties agree that, as stipulated in the ITB, the Deposit shall be deemed non-refundable at 12 p.m. local time on Wednesday, January 11, 2017, unless such date is otherwise extended by the School Board, or its designee, in the School Board's sole discretion.

In the event this Purchase Agreement is not approved by the School Board, pursuant to the necessary vote at a duly called, regular School Board meeting, the Deposit shall be returned to the Purchaser and both Parties shall be relieved of all further obligations under the ITB and this Purchase Agreement.

4. **Purchase Price; Manner of Payment**. The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the Property shall be _____($_____), which is the sum representing the Bid Amount as described in the aforementioned ITB, subject to credits, prorations and adjustments, if any, as provided in the ITB and in this Purchase

Agreement. The Purchase Price shall be payable by Purchaser to Seller at the Closing by Cashier's Check or wire transfer to a School Board account, pursuant to wiring instructions provided to Purchaser by the School Board's Office of Treasury Management within ten (10) days prior to Closing. Purchaser agrees that its acquisition of the subject Property is for cash only, and is not subject to financing ("**All-Cash**"), and no mortgage or other financing shall be provided by the Seller.

5. **Title and Survey**. Purchaser acknowledges that Seller granted Purchaser the opportunity to obtain evidence of title and complete its title examination on or before the Bid Opening Date, as set forth in the ITB ("**Initial Due Diligence Investigations**"). In addition to the foregoing, subsequent to the execution of the Bidder's Site Access Agreement by the Parties, as set forth in the ITB, and for a period ending no later than December 14, 2016, unless such period is extended by the School Board or its designee, at the School Board's sole discretion ("**Due Diligence Period**"), Purchaser shall be given access to the Property with the right, at Purchaser's option and at its sole cost and expense, to obtain an up to date survey of the Realty, prepared in accordance with the minimum technical standards imposed by the Florida Board of Land Surveyors and under seal ("**Survey**"), and a Phase I Environmental Site Assessment (collectively, the "**Due Diligence Investigations**"). If obtained by the Purchaser, the Survey shall be considered as a part of the Purchaser's Title Evidence.

Purchaser hereby acknowledges and represents that as of the date of execution of this Purchase Agreement by Purchaser, Purchaser has had the opportunity to complete its Due Diligence Investigations and to fully review and evaluate this transaction and, based on its investigations, decides to proceed with the purchase of the subject Property.

6. **Seller's Representations.** Seller represents, warrants and covenants unto Purchaser and agrees with Purchaser as follows:

(a) The execution, delivery and performance of this Purchase Agreement by Seller has been duly authorized, and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable in accordance with its terms.

(b) Subsequent to completion of the conditions precedent to Closing, as outlined in Article 13 of this Purchase Agreement, the subject Property shall be conveyed to Purchaser in its "AS-IS", "WHERE-IS" condition and basis with all faults, and the Seller makes no representations or warranties whatsoever, either expressed or implied, as to the suitability or efficacy of the subject Property for any particular purpose or use, nor as it relates to condition of title nor the physical condition of the subject Property. Purchaser, by submitting a response to the ITB and executing this Purchase Agreement, acknowledges and agrees that the Seller has made no representations whatsoever, as stated herein, nor as to the environmental condition of the subject Property. The Purchaser represents that it is relying and will continue to rely solely on its own investigations of the subject Property in its decision to purchase it, and Purchaser

further acknowledges and agrees that the Seller shall not indemnify the Purchaser in any way with respect to the subject Property.

(c) Title to the subject Property shall be conveyed to the Purchaser by a Special Warranty Deed, with no representation or warranty of any kind, subject to conditions, restrictions, easements and all limitations of record and Real Property Taxes from Closing Date. The provisions of this Paragraph 6 shall survive the Closing or the earlier termination of this Purchase Agreement.

7. **Purchaser's Representations.** As a material inducement to Seller to enter into this Purchase Agreement, Purchaser warrants and represents to and covenants with Seller that the following matters are true as of the Effective Date (as hereinafter defined), and that they will also be true as of Closing Date. Purchaser agrees to indemnify and hold harmless Seller from any and all claims, costs, judgments, damages, fees (including attorney's fees), repairs, or expenses incurred as a result of any breach of any warranty and representation.

Purchaser represents, warrants and covenants unto Seller and agrees with Seller as follows:

(a) The execution, delivery and performance of this Purchase Agreement by Purchaser has been duly authorized, and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable in accordance with its terms.

(b) The Purchaser has the legal and financial capability of Closing this transaction pursuant to terms and conditions of the ITB and of this Purchase Agreement.

(c) All information provided and representations made by Purchaser (Successful Bidder) in the above-described ITB and documents related thereto, is true and correct and incorporated herein by reference.

(d) The Purchaser acknowledges and agrees that Purchaser is accepting the subject Property in its "AS-IS", "WHERE-IS" condition and basis with all faults, and that the Seller makes no representations or warranties whatsoever, either expressed or implied, as to the suitability or efficacy of the subject Property for any particular purpose or use, nor as it relates to condition of title nor the physical condition of the subject Property. Purchaser, by submitting a response to the ITB and executing this Purchase Agreement, acknowledges and agrees that the Seller has made no representations whatsoever, as stated herein. The Purchaser represents that it is relying and will continue to rely solely on its own investigations of the subject Property in its decision to purchase it, and Purchaser further acknowledges and agrees that the Seller shall not indemnify the Purchaser in any way with respect to the subject Property.

The provisions of this Paragraph 7 shall survive the Closing or the earlier termination of this Purchase Agreement.

8. **Default**. An event of default shall be deemed to have occurred by either Party to this Purchase Agreement if such Party fails to observe or perform any covenant, condition or agreement of this Purchase Agreement, or breaches a representation contained herein, and such failure or breach continues for a period of ten (10) days after written notice specifying such default and requesting that it be remedied is sent to the defaulting Party by the non-defaulting Party. If an event of default shall have occurred and shall continue, the non-defaulting Party shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right to damages and/or specific performance.

9. **Prorations**. Seller is legally exempt from payment of real estate taxes, consequently there will be no prorations.

10. **Closing Costs**. The Purchaser shall be responsible for all costs relating to the Closing of this transaction ("**Closing Costs**"), including without limitation:

(a) the recording cost of the Deed (as hereinafter defined), (b) the cost of the Survey (if obtained by Purchaser), (c) the cost of all abstracting, evidence of title, Title Commitment and the premium for the Title Policy obtained by Purchaser, (d) documentary stamp taxes, surtaxes, sales taxes and other transfer charges in connection with this transaction, (e) costs of curing any Title defects, (f) the costs in connection with any curative instruments relating to any Title defects, (g) the Commission as hereinafter defined, if any, and (h) Purchaser's legal fees.

The Seller shall be responsible for payment of its own legal fees relating to Closing of this transaction, and for the cost of demolition of the Property (as hereinafter defined), including removal of the decorative fence and installation of a temporary barrier in its place.

11. **Closing.** It is mutually understood that the execution of this Purchase Agreement by Seller constitutes conditional acceptance and is subject to approval by the School Board pursuant to the necessary vote at a duly called, regular School Board meeting. Notice of final School Board action shall be provided to Purchaser after the School Board meeting at which this matter is presented for approval. The Closing shall, at the option of Seller, be held at the School Board Attorney's Office, located at 1450 NE 2 Avenue, Suite 430 Miami, Florida 33132, commencing at 1:00 PM Local Time on or before June 30, 2017 ("**Closing Date**"), at the sole discretion of the Seller, upon thirty (30) days advance notice to the Purchaser ("**Notice to Close**"). Notwithstanding the foregoing, in the event that the Conditions Precedent to Closing, as outlined hereinbelow, cannot be, in the School Board's sole discretion, satisfied or completed by the Closing Date, the Seller, in its sole authority, shall have the right to extend the Closing Date to a date certain on or before July 31, 2017.

At Closing, the following shall occur:

(a) Seller shall execute and deliver to Purchaser the following documents with respect to the Property: (i) a Special Warranty Deed ("**Deed**") subject to all conditions, easements, restrictions and other limitations of record; and (ii) a School Board Resolution authorizing the sale of the subject Property.

The Deed shall be recorded by the School Board Attorney's Office acting as Seller's Closing Agent.

(b) Purchaser shall deliver to Seller the Purchase Price in the manner set forth in this Purchase Agreement.

(c) Seller and Purchaser shall each execute counterpart closing statements in a customary form together with such other documents as are reasonably necessary to consummate the Closing.

(d) Both Parties shall pay their respective costs by Cashier's Check or wire transfer in accordance with wiring instructions provided by the School Board's Office of Treasury Management.

12. **Intentionally Deleted.**

13. **Conditions Precedent to Closing**. Purchaser acknowledges and agrees that the following are expressed Conditions Precedent to the subject Closing:

a. **Demolition**. Subsequent to the Deposit being deemed non-refundable (as defined in Article 3 of the Purchase Agreement), and prior to the Closing, the School Board shall, at the School Board's expense, demolish all buildings and structures currently located on Parcel 1. The School Board shall retain all right of salvage for any improvements or any furniture, equipment and materials located on Parcel 1, including, but not limited to, the decorative fence located along a portion of the Property fronting N.E. 2 Avenue.

   The Purchaser acknowledges and agrees that the scope of work related to the demolition does not include remediation or mitigation of any environmental issues, conditions or findings that may be discovered as a part of this work, and the Seller shall have no liability or responsibility in this regard.

   At Closing, the Property shall be delivered to the Purchaser free of all buildings and structures, including any debris resulting from the demolition.

b. **Installation of a Physical Separation Between Parcel 1 and Parcel 2**. The Purchaser acknowledges that Parcel 2 will continue to be used by the School Board to house and operate DASH subsequent to the Closing of Parcel 1. As such, prior to the Closing of Parcel 1 and at the School Board's expense, the School Board shall install a wall and/or other physical separation within Parcel 2, to serve as a physical barrier between Parcel 1 and Parcel 2, which installation

shall remain in place until such time as the School Board deems its removal to be appropriate.

c. **Removal of Existing Decorative Fence**. In addition to the above, the Purchaser acknowledges and agrees that the School Board shall remove, prior to the Closing of Parcel 1 and at the School Board's expense, the decorative fence located along a portion of the Property fronting N.E. 2 Avenue. The School Board shall retain all right of salvage for such decorative fence. Subsequent to removal by the School Board of the decorative fence, the School Board shall install a temporary barrier in its place. Subsequent to Closing, it shall be the obligation of the Purchaser, at the Purchaser's sole cost and expense, to install an appropriate temporary or permanent fence or other barrier along the west portion of Parcel 1, in compliance with local code.

In the event that Conditions Precedent cannot be, in the School Board's sole discretion, satisfied or completed by the Closing Date as set forth under Paragraph 11 of this Purchase Agreement, the Seller, in its sole authority, shall have the right to extend the Closing Date to a date certain on or before July 31, 2017.

14. **Intentionally Deleted**.

15. **Brokers.** The Parties each represent and warrant to the other that the School Board shall have no responsibility for any real estate brokers, salesmen or finders involved in this transaction. Purchaser shall have the responsibility of paying the authorized broker, if any, a commission pursuant to any separate agreement between Purchaser and authorized broker ("**Commission**"). If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of one of the Parties hereto ("**Indemnitor**"), Indemnitor shall indemnify, defend and hold harmless the other Party hereunder ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage, to the limit of Section 768.28, Florida Statutes. Notwithstanding the foregoing, each Party shall be responsible for its own attorney's fees and court costs through all trial and all appellate levels relating to claims in accordance with this Paragraph.

The provisions of this Paragraph shall survive the Closing and any cancellation or earlier termination of this Purchase Agreement.

16. **Assignability**. This Purchase Agreement may not be assigned.

17. **Notices**. Any notices required or permitted to be given under this Purchase Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via email, facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller at:	The School Board of Miami-Dade County, Florida 1450 N.E. 2nd Avenue, Suite 400 Miami, Florida 33132 Attention: Walter J. Harvey, Esq. Phone: (305) 995-1304 Fax: (305) 995-1412
with a copy to:	The School Board of Miami-Dade County, Florida 1450 N.E. 2nd Avenue, Suite 525 Miami, Florida 33132 Attention: Ana Rijo-Conde, Deputy Chief Facilities and Eco-Sustainability Officer (305) 995-7285 phone (305) 995-4760 fax
If to Purchaser:	_____ _____ _____ _____
With a copy to:	_____ _____ _____ _____

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via email or facsimile transmission shall be deemed given upon transmission, and notices sent via certified mail in accordance with the foregoing shall be deemed given two (2) days following the date upon which they are deposited in the U.S. Mails.

18. **Risk of Loss.** If, prior to Closing, the Property or any material portion thereof is destroyed or damaged or taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Purchase Agreement by delivery of written notice to Seller, whereupon the Deposit shall be returned to Purchaser and both Parties shall be relieved of all further obligations under this Purchase Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to (and Seller shall assign to Purchaser all of Seller's interest in) all insurance and/or condemnation payments, awards and settlements applicable to the Property. In the event Purchaser elects option (ii) above in connection with casualty to the Property in which insurance proceeds are or will be paid and assigned to Purchaser, then Purchaser shall receive a credit against the Purchase Price for any insurance deductible that must be paid.

19. **Miscellaneous.**

(a) This Purchase Agreement shall be construed and governed in accordance with laws of the State of Florida and School Board Policies, and in the event of any litigation hereunder, the venue for any such litigation shall be in Miami-Dade County. All of the Parties to this Purchase Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Purchase Agreement shall not be more strictly construed against any one of the Parties hereto.

(b) In the event any provision of this Purchase Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as such authority determines, and the remainder of this Purchase Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the Parties under this Purchase Agreement, each Party shall be responsible for its own attorney's fees and court costs through all trial and appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Purchase Agreement.

(d) In construing this Purchase Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

(e) The aforedescribed ITB and all of the attachments thereto, the Bidder's Site Access Agreement and all attachments thereto, and all attachments to this Purchase Agreement and all representations set forth in the Purchaser's bid response are incorporated herein and made a part of this Purchase Agreement by reference.

(f) This Purchase Agreement, the Bidder's Site Access Agreement, and all documentation relating to the aforedescribed ITB constitute the entire agreement by and between the Parties for the sale and purchase of the Property, and supersedes any other agreement or understanding of the Parties with respect to the matters herein contained. This Purchase Agreement may not be changed, altered or modified except in writing signed by the Party against whom enforcement of such a change would be sought. This Purchase Agreement shall be binding upon the Parties hereto and their respective legal representatives and successors.

(g) The term "**Effective Date**" or such other similar term is the date on which the last of the Parties initials or signs this Purchase Agreement. Time is of the essence for all provisions of this Purchase Agreement. All time periods will be computed in calendar days (a "**Calendar Day**" is every calendar day including Saturday, Sunday and national legal holidays). However, if any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m., local time, of the appropriate day.

(h) This Purchase Agreement and any subsequent amendments hereto may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Purchase Agreement.

(i) The descriptive headings in this Purchase Agreement are for convenience only and shall not control nor affect the meaning nor the construction of any of the provisions of this Purchase Agreement.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement by their respective and duly authorized officers, the day on which the last of the Parties executes this Purchase Agreement.

Signed, sealed and delivered
in the presence of:

_____
Print Name:_____

_____
Print Name:_____

PURCHASER:

_____

By:_____
(Purchaser's Signature)
Printed Name:_____
Title:_____
Printed Address: _____
_____
Date:_____

SELLER:

Signed, sealed and delivered
in the presence of:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

_____
Print Name:_____

_____
Print Name:_____

By:_____
(Seller's Signature)
Printed Name: Alberto M. Carvalho.
Title: Superintendent of Schools
Printed Address: 1450 NE 2 Avenue #912
Miami, Florida 33132
Date:_____

RECOMMENDED:

_____
Jaime G. Torrens
Chief Facilities Officer
Date:_____

TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Printed Name: Walter J. Harvey, Esq.
Title: School Board Attorney

TO THE SCHOOL BOARD:
APPROVED AS TO FINANCIAL SUFFICIENCY:

By:_____
Printed Name:_____
Title: CFO or Treasurer
Date:_____

ATTACHMENT "A"

Description of the Property or Parcel 1:

Location: N.E. 2 Avenue and N.E. 40 Street, Miami-Dade County, Florida

Folio Number: Portion of: 01-3219-014-0011

Legal Description:

Lots 5, 6, 7 and 8 and a portion of a 10 foot Alley which lies East of the aforesaid Lots, according to the PLAT SHOWING RESUBDIVISION OF LOTS 4-5-6 & 7 OF SECOND AMENDED PLAT OF MAGNOLIA PARK, according to the Plat thereof, recorded in Plat Book 4, Page 150 of the Public Records of Miami-Dade County, Florida.

Containing 18,485 square feet or 0.424 acres more or less.