

# **COMPLAINT EXHIBIT 2**

Prepared By and After  
Recording Return To:  
Christopher J. Wilson, Esq.  
C.J. Wilson Law, P.A.  
1636 Hillcrest Street  
Orlando, Florida 32803  
(T) 407.349.3234

**RELEASE OF HUNGERFORD TRUST RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the Successor Trustees of the Robert Hungerford Chapel Trust (a/k/a the Public Charitable Trust and Property and Assets of the Robert Hungerford Chapel Trust), being the ultimate successor in interest of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida (the "Trust"), conveyed the real property legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property") to The Board of Public Instruction of Orange County, Florida, the predecessor in interest to The School Board of Orange County, Florida (the "School Board"), pursuant to the Trustees' Deed dated May 11, 1951, recorded in Deed Book 867, Page 247, of the Public Records of Orange County, Florida (the "Deed"); and

**WHEREAS**, pursuant to the Deed, the Property is subject to certain restrictions set forth in the Final Decree, dated May 9, 1951, rendered in Case No. 23174, styled Clarence A. Coddington, et al. vs. Richard W. Ervin, et al., in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida, recorded in Chancery Order Book 140, Page 215 (the "Hungerford Trust Restrictions"); and

**WHEREAS**, the School Board has been working to sell a portion of the Property to a third-party developer for the purpose of the property being developed into a mixed use development to increase the tax base to the Town of Eatonville, Florida (the "Town");

**WHEREAS**, as part of that ongoing process, the School Board, the Town, and the Trust entered into that certain Settlement Agreement, as amended, dated September 2015 (the "Settlement Agreement"); and

**WHEREAS**, the Settlement Agreement required that the Trust execute any and all documents necessary to release the portions of the Property owned by the School Board from the Hungerford Trust Restrictions and to cooperate in order to consummate the sale of the land as contemplated; and

**WHEREAS**, for avoidance of doubt, this Release of the Hungerford Trust Restrictions is only intended to (and does) release and extinguish the Hungerford Trust Restrictions from the Property; and it is not intended to (and does not) convey any property interest in that certain parcel of real property generally known as the “Hungerford Chapel Parcel” which real property is legally described on **Exhibit “B”** attached hereto and incorporated herein by reference (the “Hungerford Chapel Parcel”)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust does hereby release and discharge all of the Property from the Hungerford Trust Restrictions.

**TO HAVE AND TO HOLD**, the same, forever, freed, released, and discharged of and from the Hungerford Trust Restrictions.

[Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Trust has caused these presents to be executed in its name this 8<sup>th</sup> day of June, 2022.

“Trust”

**Robert Hungerford Chapel Trust**

(aka the Public Charitable Trust and Property and Assets of the Robert Hungerford Chapel Trust), being the ultimate successor in interest of the Public Charitable Trust and Property and Assets of the Robert Hungerford Industrial School of Eatonville, Orange County, Florida

Witnesses:

Deborah C. Wright  
Print Name: Deborah C. Wright  
John M. Ellis  
Print Name: John M. Ellis

By: Edwin C. Wright  
Print Name: Edwin C. Wright  
Its: Treasurer  
Date: 6/8/2022

ATTEST:

By: Cheryl B. Thompson  
Print Name: Cheryl B. Thompson  
Its Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 08 day of June, 2022, by Edwin Wright, as Treasurer of the Robert Hungerford Chapel Trust. He/She is personally known to me or has produced FLDL (type of identification) as identification.

[AFFIX NOTARY STAMP]

Ana Arvelo  
Notary Public  
Print Name: ANA ARVELO  
Notary Public, State of Florida  
My Commission Expires: 01-31-2026

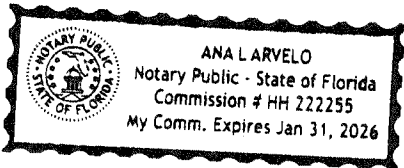


Exhibit "A" –The "Property"

The SE 1/4 of the SE 1/4, the W 1/2 of the SE 1/4, the E 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4, all in Section 35, Township 21 South, Range 29 East, the NW 1/4 of the NE 1/4 of Section 2 Township 22 South, Range 29 East, and the E 1/2 of the SE 1/4 of the NE 1/4 of Section 34, Township 21 South, Range 29 East.

Exhibit "B" – The "Hungerford Chapel Parcel"

From a point 159 feet west of the northeast corner of the NW ¼ of the SE ¼ of Section 35, Township 21 South, Range 29 East, run south 4° 41' east 352.3 feet, thence south 82° 29' west 377.9 feet, thence south 4° 33' east 66.9 feet, thence north 85° 27' east 75 feet to center of intersection of south end east walls of Chapel, thence north 4° 33' west 70.77 feet, thence south 82° 29' west to point of beginning.