

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT, dated this _____ day of _____, 2018, between Felipe J. Estevez, as Bishop of the Diocese of St. Augustine ("Seller") whose address is 11625 Old St. Augustine Road, Jacksonville, FL 32258, and CLAY COUNTY SCHOOL BOARD, ("Buyer"), whose address is 900 Walnut Street, Green Cove Springs, FL 32043.

1. PROPERTY TO BE PURCHASED AND CONVEYED: Seller agrees to convey and Buyer agrees to acquire title to the entire fee simple interest in the real property, including, but not limited to any right, title or interest of Seller in and to adjacent streets, road, alley, easements and rights of way. Said parcel is described as:

Portion of Block 2, LAKEVIEW HIGHLANDS ADDITION TO KEYSTONE HEIGHTS, as per plat recorded in Plat Book 2, pages 69 and 70, public records of Clay County, Florida, not previously conveyed to the City of Keystone Heights, in deed recorded Sept 29, 2016, in OR Bk 3900, pages 1078 thru 1080, public records of Clay County, Florida. Specific portion of Block 2, to be conveyed consists of Block 2, for a distance of 190' from the common boundary line of the School Board property known as Keystone Heights Elementary School, and property of the Seller, to be surveyed by Buyer with legal description to be provided to the title company to update its title binder to confirm the property to be sold. See Sketch attached as Exhibit "A".

2. PURCHASE PRICE:

(a) Initial deposit	1,000.00
(b) Balance due in the form of a cashier's check or wire transfer due at closing, not including Buyer's closing costs, prepaids and/or prorations	29,000.00

The initial deposit and any additional deposits to be held by
Duss, Kenney, Safer, Hampton & Joos, P.A. closing attorney

3. TITLE, SURVEY, Buyer to provide staked boundary survey of the Property certified to Buyer, Title Company and Closing Attorney, showing thereon the correct description, any encroachments, the flood zone and any other title exceptions. The Seller shall provide a commitment for an owner's title insurance policy showing fee title vested in the seller, subject only to real property taxes for the current year [to be prorated as of the closing date], standard exceptions which will be removed at closing and any matters of record which must be acceptable to Buyer, to be ordered by Duss, Kenney, Safer, Hampton & Joos, P.A. Buyer shall have ten (10) working days after obtaining the survey to raise any objections shown by the survey and ten (10)

involved in the purchase or sale of the Property and each will indemnify and hold harmless the other against claims made against either for payment of a real estate commission. All real estate taxes and assessment, and stormwater and solid waste fees shall be paid current and shall be prorated as of the date of Closing based on the amount of taxes for the most current year available, using November tax amounts.

8 NOTICES. Any notices required or permitted under this Agreement shall be deemed delivered when received by First Class Mail or by FAX or by email with receipt confirmed, addressed to the respective parties and the respective addresses set forth below:

To Seller:

Charles J. David, Director of Construction and Business Operations
Diocese of St. Augustine,
11625 Old St. Augustine Road
Jacksonville, FL 32258
Email: charles.j.david@yahoo.com
Phone: 904-349-0256

Fr. Andy Mitera, Pastor
St. Williams Catholic Church
Keystone Heights, FL
Email: stwilliamcatholic@bellsouth.net
Phone: 352-473-4136

Copy to:

William J. Joos, Esq.
Duss, Kenney, Safer, Hampton & Joos, PA
4348 Southpoint Boulevard
Suite 101
Jacksonville, FL 32216
Email: wjoos@jaxfirm.com
Phone: 904-654-4288

To Buyer:

James Fossa
Coordinator of Planning and Intergovernmental Relations
Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32043
Email: james.fossa@myoneclay.com
Phone: 9-904-738-3442

9. APPROVALS REQUIRED: This sale is subject to approval by Felipe J. Estevez, as

Bishop of the Diocese of St. Augustine; and by the Clay County School Board.

10. REMEDIES. Time is of the essence for the purposes of this Agreement. If any obligation set forth herein is thereafter not performed by Buyer prior to Closing then this Agreement, at Seller's option, may be terminated and of no effect, and Seller may draw upon the Deposit and retain the proceeds thereof and both parties will be released from all obligations hereunder. The parties agree that the deliver of the proceeds of the Deposit to Seller in the event of Buyer's default hereunder prior to Closing represents a bona fide provision for agreed upon and liquidated damages which are not a penalty and are incorporated herein for the benefit of both parties. In the event that Seller fails to perform any covenant, agreement or condition hereof as provided herein, then Buyer may, at Buyer's election, treat this Agreement as terminated and upon written notice to Seller the Deposit shall be immediately returned to Buyer; provided, however, that Buyer may, at Buyers, election, treat this Agreement as being in full force and effect with a right to an action for specific performance.

11. ESCROW AGENT/ACCOUNT. The Escrow Agent, agreed to by the Parties, is authorized, and by acceptance of the Deposit, agrees to hold the Deposit in escrow and disburse it in accordance with the terms and conditions of this Agreement. In the event Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Deposit until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereof, or may deposit the same into the registry of the Clerk of the Court having jurisdiction on the dispute, and upon notifying all parties concerned in such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of the accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller in which the Escrow Agent is made a party, or in the event of any suit in which the Escrow Agent interpleads the Deposit, the Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred, the fees and costs to be assessed against the losing party. The parties agree that the Escrow Agent shall not be liable to any party or person for misdelivery of funds unless such midelivery shall be due to willful breach of this Agreement or gross negligence of Escrow Agent.

12. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings

This Purchase and Sale Agreement shall be executed by Buyer and Seller no later than _____, 20____.

FELIPE J. ESTEVEZ, as Bishop of the Diocese of
St. Augustine

By Deacon David Williams, Chancellor for Felipe J.
Estevez, as Bishop of the Diocese of St. Augustine
SELLER

Dated: _____, 2018.

CLAY COUNTY SCHOOL BOARD

By: _____

BUYER

Dated: _____, 2018.

ESCROW AGENT:

Duss, Kenney, Safer, Hampton & Joos, PA

By: _____

Dated: _____, 2018.

Exhibit "A" Pg 1

Buzz Wagand and Associates, Inc.

Real Estate Appraisal Report

Of

About 0.76 Acres of Land
Located at
275 Satsuma Street, Keystone Heights, FL 32656

Date of Value: November 27, 2017

For

Mr. William Joos and Mr. Charles David
Diocese of St. Augustine
11625 Old St. Augustine Road
Jacksonville, Florida 32258

Property Owner: Bishop of the Diocese of St. Augustine



St William Catholic Church Parcel

According to Clay
County Parcel Map
the entire St. William
property is 6.2 acres

Desired parcel
≈ .76 acres

