

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240103
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 12/7/2023
 Name of Contract Initiator: Lance Addison Telephone #: 66852
 School/Dept Submitting Contract: Operations Cost Center #
 Vendor Name: Peter Johnston
 Contract Title: Land Sale-Montclair Elementary
 Contract Type: New Renewal Amendment Extension Previous Year Contract #
 Contract Term: n/a Renewal Option(s):
 Contract Cost: n/a

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____
 NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):
 _____ Completed Contract Review Form
 _____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
 _____ SIGNED Addendum A (if not an SBAO Template Contract)*
 *This Statement MUST BE included in the body of the Contract:
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
 _____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
 _____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
 _____ COVID-19 Waiver (If Applicable)
 _____ Release and Hold Harmless (If Applicable)

RECEIVED
 DEC 07 2023
 PURCHASING

RECEIVED
 12/11/2023
 SBAO

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date <u>12/7/2023</u> <i>BTR</i>	<u>NO Purchase by SBCC</u>
School Board Attorney <i>SBS</i> Review Date <u>12/11/23</u>	<u>Need to make sure there was resolution by board to sell</u> <u>PS 1013.201(-)</u> <u>No attached exhibit A with legal description.</u>
Other Dept. as Necessary Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: <u>12/15/23</u>

CONTRACT FOR SALE OF LAND

1. PARTIES:

The School Board of Clay County, Florida (“SELLER”)

Peter Michael Johnston (“BUYER”)

2. THE PROPERTY: Sixteen Hundredths acres (0.16 acres) of a portion of the Montclair Elementary School property/parcel, located at 2398 Moody Ave, Orange Park, Florida, more particularly described in the legal description attached hereto as EXHIBIT A.

3. PURCHASE PRICE: Fifteen Thousand Dollars and NO/100 cents (\$15,000.00)

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed no later than close of business, Friday, March 29, 2024 (Closing Date), unless specifically extended by agreement of the parties to this Contract, in writing. The Closing Date will prevail over all other time periods including Due Diligence periods. In the event that insurance underwriting is suspended on Closing Date and the Buyer is unable to obtain Title Insurance, Buyer may postpone closing up to five (5) calendar days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place at the Law Offices of Hamilton & Hartin, P.A., 3168 U.S. Hwy 17, Suite A, Fleming Island, Clay County, Florida, 32003, at a time to be agreed upon by the parties and the closing attorney.

5. TITLE: Sellers have the legal capacity to and will convey marketable title to the property by Special Warranty Deed, free of liens, easements, tax liens and encumbrances of record known to the Seller. Seller will pay the property taxes, if applicable, for the current year up to and including the date of Closing. The subject property being purchased is subject to covenants, restrictions, and public utility easements of record, existing zoning, and applicable government regulations.

(a) Evidence of Title: The Buyer will pay the premium for the title insurance policy in the amount of Fifteen Thousand Dollars and NO/100 cents (\$15,000.00).

(b) Survey: Buyer will, at the Buyer's expense, obtain a current certified survey of the property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect to be cured by the Seller prior to Closing Date.

(c) Ingress and egress: Seller does not warrant that the Property has ingress and egress.

6. **PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed (Closing) in its present "as is" condition, ordinary wear and tear excepted, and will maintain the Property in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the property has changed since Buyer performed its Due Diligence, Buyer may elect to terminate the Contract or require the Seller to return the Property to the required condition existing at the time of Buyer's performance of Due Diligence, the cost of which may not exceed one and one half percent of the purchase price (1.5% of the purchase price). Having performed its Due Diligence, the Buyer accepts the property in its "as is" condition.

7. **BUYER WILL PAY:** Owner's Title Insurance policy, Fifteen Thousand Dollars and NO/100 cents (\$15,000.00), Deed Stamps (Documentary Stamps), recording fees for mortgage satisfaction, wire transfer fees if needed, Closing Attorney's Settlement Fees.

8. **SELLER WILL PAY:** Seller shall not incur any expenses as a result of the transaction.

9. **POSSESSION:** Buyer will be given possession at closing.

10. **PROPERTY INCLUDES:** Included in the Purchase Price are all fencing, trees, timber, fill dirt, and minerals.

11. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** Buyer and Seller acknowledge receipt of a copy of this Contract. Buyer and Seller agree that the terms of this Contract constitute the entire agreement between them and that they have not received or relied on any representations regarding the

property that are not expressed in this Contract. No prior or present agreements or representations will bind the Buyer or Seller unless incorporated into this Contract. Modifications of and notices pursuant to this Contract will not be binding unless in writing, signed, initialed as appropriate and delivered to the party to be bound. Headings are for reference only and shall not be deemed to control interpretations. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Contract nor any memorandum hereof will be recorded in any public records. In the performance of the terms and conditions of this Contract each party will deal fairly and in good faith with the other.

12. SOCIAL SECURITY OR TAX I.D. NUMBER: Buyer and Seller agree to provide their respective Social Security or Tax I.D. numbers to closing attorney/settlement agent upon request.

13. PAYOFF AUTHORIZATION: Seller hereby authorizes the closing attorney/settlement agent to obtain mortgage payoff letters, tax arrearages on behalf of Sellers, and to pay said sums from the settlement proceeds paid by the Buyer.

AS TO BUYER:

(Signature of Buyer Representative)

Date _____

(Printed Name of Buyer Representative)

Tax I.D. No. _____

Title: _____

Telephone: _____

AS TO SELLER

(Signature of Seller)

Date: _____

(Printed Name of Seller)

Tax I.D. No. _____