

**RESOLUTION NO 2026 - 039**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE COLUMBIA COUNTY SCHOOL BOARD FOR THE ACQUISITION OF REAL PROPERTY GENERALLY DESCRIBED AS THE FORMER FIVE POINTS ELEMENTARY SCHOOL CAMPUS; PROVIDING A MORE ACCURATE DESCRIPTION OF SAID CAMPUS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) has need of additional real property for use as civic space for the delivery of services to the public (the “Public Need”); and

WHEREAS, the Columbia County School Board (the “Seller”) has recently ceased use of the campus, including buildings, of the former Five Points Elementary School, which is situated on those parcels identified as 2026 Columbia County tax parcel numbers 19-3S-17-05098-000; 20-3S-17-05222-000; 20-3S-17-05238-003; 20-3S-17-05231-001; and 20-3S-17-05422-006 (the “Campus”); and

WHEREAS, the Seller has offered to sell to the City the Campus pursuant to the terms of the contract in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, fulfilling the Public Need by acquiring the Campus is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Fulfilling the Public Need by acquiring the Campus is in the public interest, and furthers the public welfare and community interests; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the

City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**CONTRACT FOR SALE OF REAL PROPERTY**  
(DISTRICT Selling to Governmental Entity)

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT (as defined below) and the BUYER (as defined below) and in consideration of the mutual promises and conditions set out herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

*BUYER* shall mean the City of Lake City, Florida, 205 N. Marion Avenue, Lake City, Florida 32055; Phone (386) 752-2031.

*CLOSING AGENT* shall mean the law firm of Norris & Norris, having a Mailing Address of 253 NW Main Blvd, Lake City, Florida 32055; and the Phone number 386-752-7240.

*CLOSING DATE* shall mean the date the closing of this transaction shall occur which date shall be on or before the tenth (10<sup>th</sup>) calendar day which is not a weekend an employee holiday for the DISTRICT or the BUYER following the end of the DUE DILIGENCE PERIOD.

*CONTRACT* shall mean this "Contract for Sale of Real Property".

*DISTRICT* shall mean the School Board of Columbia County, Florida, 372 W. Duval Street, Lake City, Florida 32055, a body corporate.

*DUE DILIGENCE PERIOD* shall mean the period of sixty (60) days following the Effective Date.

*EFFECTIVE DATE* shall mean the date this CONTRACT is fully executed by all parties.

*EXCLUDED STRUCTURES* shall mean the fabricated metal physical education shed located on tax parcel 19-3S-17-05098-000 adjacent to the uncovered basketball courts.

*PERMITTED ENCUMBRANCES* shall mean (i) all present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Property and the use thereof; (ii) easements and restrictions of

record which do not impair or restrict the use of the Property; and (iii) any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasigovernmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Property.

*PROPERTY* shall mean those certain below-described parcels of real property located in Columbia County, Florida known as the Five Points Elementary School which is located at 303 NW Johnson Street, Lake City, Florida 32055 and the buildings and improvements thereon and thereto except the *EXCLUDED STRUCTURES*, being more particularly described as:

Said lands situate, lying and being in Columbia County, Florida.

Parcel Nos. 19-3S-17-05098-000; 20-3S-17-05222-000; 20-3S-17-05238-003; 20-3S-17-05231-001; and 20-3S-17-05422-006  
;

*PURCHASE PRICE* shall mean the total sum of: \$200,000.00

*SURVEY* shall mean that certain survey the BUYER obtains at BUYER's sole expense during the Due Diligence Period.

2. **SALE OF PROPERTY**: The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE**: The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by wire transfer) at closing.
4. **EXPENSES**: The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for: -DISTRICT's attorney's fees

BUYER shall pay for: -Recording costs for recording the deed of conveyance.  
-Documentary stamp tax on the deed of conveyance, if any, (If both parties are exempt, then no documentary stamp tax will be owed pursuant to Rule 12B-4.014(10), Florida

Administrative Code. If the BUYER is not exempt, then the BUYER must pay the documentary stamp tax pursuant to Section 201.01, Florida Statutes).

-Title Search, Title Commitment, and Title Insurance Premiums for a Florida Owner's Title Insurance Policy.

-Appraisal of the Property.

-Property Inspections, include, but not limited to any environmental audit or inspection.

-Any "Survey" as defined herein provided such survey is obtained by the BUYER at the BUYER's direction.

-Recording the Deed and other such documents as are necessary to vest in BUYER the Property and any associated easements or other rights associated with the Property.

-BUYER's attorney's fees.

5. **AD VALOREM TAXES AND ASSESSMENTS:** No ad valorem taxes or assessments are owed for the year of closing or any year prior to the year of closing. DISTRICT and BUYER are each a governmental entity. The Property presently serves a public purpose under the DISTRICT's ownership, and the Property will continue to serve a public purpose under the BUYER's ownership after closing. Accordingly, the Property is exempt from ad valorem real property taxes, and there are no ad valorem real property taxes to prorate. Notwithstanding, should the Columbia County Property Appraiser determine the Property is not exempt from taxes for the year of closing, such ad valorem real property taxes shall be prorated as of the day of closing, the DISTRICT being liable for its pro rata share of any such taxes for the period prior to closing, and the BUYER being liable for its prorated share of any such taxes for the period commencing on the closing day, and for the remainder of the year of closing.

6. **CLOSING DATE AND CLOSING PROCEDURE:**

6.1 **CLOSING DATE AND TIME:** Unless otherwise extended as provided elsewhere herein, this transaction shall close at a mutually agreeable time on a mutually agreeable date occurring on or before the Closing Date, at a location mutually acceptable to both Parties.

6.2 **CLOSING PROCEDURE:** At Closing the following shall occur:

- (a) BUYER shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.

- (b) Title to the Property shall be conveyed to BUYER by a Deed in the form otherwise described herein, conveying to BUYER fee simple title to the Property free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Easements shall be conveyed by easement.
- (c) DISTRICT shall assign to BUYER via instruments in appropriate recordable form all easements benefiting the Property, conveying to BUYER all the DISTRICT's right, title and interest in all such easements, together with all the DISTRICT's utility improvements thereon.
- (d) Documentary stamps are not due on this transaction pursuant to Rule 12B-4.014(10), Florida Administrative Code.
- (e) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.
- (f) Except as otherwise provided herein, each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- (g) All bills of any kind for services, materials and supplies of any kind rendered in connection with the operation and maintenance of the Property prior to Closing, including but not limited to electricity, utilities services, and the like for a period up to and including the Closing Date, shall be paid by the DISTRICT. BUYER shall be responsible for all such costs and expenses incurred for services rendered after closing subsequent to closing.
- (h) Each Party shall deliver to the other Party a certificate stating that the party is not prohibited by decree or law from consummating the transaction contemplated hereby, there is not pending on the Closing Date any legal action or proceeding that hinders the ability of the Party to close the transaction, and all warranties and representations of such Party contained in this Agreement are true and correct in all material respects as of the Closing Date.

- (i) The DISTRICT shall deliver to BUYER, in a form reasonably acceptable to BUYER, an opinion of the DISTRICT's attorney substantially to the effect that:
  - i. The DISTRICT is validly organized, existing and its status is active under the laws of the State of Florida.
  - ii. This Agreement has been duly and validly executed and approved by the DISTRICT and is a valid and binding agreement upon the DISTRICT.
  - iii. The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to the DISTRICT.
- (j) BUYER shall deliver to the DISTRICT in a form acceptable to the DISTRICT, an opinion of the BUYER's Attorney substantially to the effect that:
  - i. BUYER is validly organized and existing as a municipality under the laws of the State of Florida.
  - ii. This Agreement has been duly and validly executed and approved by BUYER and is a valid and binding agreement upon BUYER.
  - iii. The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, BUYER.
- (k) The DISTRICT shall deliver to BUYER a certified copy of a resolution adopted by the DISTRICT Board approving the sale and transfer of the Property to BUYER pursuant to Florida Statutes.

6.3 CLOSING: Upon satisfaction of the conditions precedent set forth in this Agreement, and provided both Parties have received final approval to proceed from (i) their respective governing bodies, then on the Closing Date the Parties representatives will either meet to review and exchange the fully executed closing documents described herein, or exchange the documents via mail, delivery service, or hand delivery. The closing documents will be dated as of the Closing Date. Upon receipt the Parties will confirm with each other the acceptability of the delivered closing documents. Promptly thereafter BUYER will deliver the Purchase Price to the DISTRICT via wire transfer in accordance with instructions the DISTRICT will provide BUYER. The Closing will be

complete upon the DISTRICT's confirmation of its receipt of the Purchase Price and BUYER will then have the full right to possession of all the Property. BUYER will record the deed(s) and any other closing document that must be recorded among the public records; BUYER will pay the applicable costs to record the closing documents. Each Party shall pay their respective attorneys' fees, costs, and expenses arising or associated with the Closing and this transaction.

7. **CONVEYANCE**: The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. The deed of conveyance shall be a quit-claim deed substantially in the form provided in Section 689.025, Florida Statutes. Notwithstanding, should the BUYER, at the BUYER's expense, seek to insure title to the PROPERTY at closing, the DISTRICT shall convey title to the PROPERTY in accordance with the requirements of the title insurance underwriter chosen by BUYER, which may include conveyance by warranty deed. The grantee on the deed of conveyance shall be the BUYER or any person or entity as directed by the BUYER.

8. **RESTRICTIONS**: The deed of conveyance will contain restrictions on the PROPERTY in substantially the following form:

8.1 **OTHER EDUCATION USES RESTRICTION**. From the time the deed of conveyance is recorded in the public records of the County and running until 30 years thereafter, the PROPERTY shall not be used to conduct any K through 12 educational purposes, activities, opportunities, or classes, including but not limited to a charter school, private school or career and technical education center.

8.2 **WAIVER OF RESTRICTIONS**. The above restrictions may only be waived by written resolution of the School Board of the DISTRICT which is approved on motion, second and majority vote. Such waiver may waive some or all of the above restrictions and may be permanent, for a limited amount of time or from time-to-time as provided in the written resolution.

8.3 **ENFORCEMENT**. The above restrictions shall be enforced by a reverter clause in the deed of conveyance for a period of twenty-one (21) years as allowed by Section 689.18, Florida Statutes. After the running of such period of time, the restrictions may be enforced pursuant to Section 689.18(7), Florida Statutes. The above restrictions shall provide that they shall only be enforced upon the giving of 60 days prior notice an opportunity to cure.

9. **TITLE COMMITMENT:**

9.1 TITLE COMMITMENT. At least ten (10) days prior to the closing, BUYER shall obtain and provide at its expense a current title insurance commitment in favor of the City of Lake City, Florida issued by a title company licensed to do business in the State of Florida, covering the Property and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in the amount of equal to the full, combined value of the Property. The title insurance commitment shall commit the insurer to issue an owner's title insurance policy to BUYER covering the Property, substantially in accordance with the ALTA Standard Owner's Form most recently approved for use in Florida as modified, reflecting title to the Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. The DISTRICT shall execute at, or prior to closing, in favor of BUYER and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

9.2 NOTICE OF TITLE DEFECTS. The BUYER shall notify the DISTRICT in writing before the Closing Date of any alleged defect in the DISTRICT's title to the Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in the DISTRICT's title to the Property other than the Permitted Encumbrances), which (i) render or may render the DISTRICT's title to the Property unmarketable in accordance with standards adopted by The Florida Bar, or otherwise uninsurable; or (ii) include any restrictions or reversionary interests other than those set forth and contemplated in Section 8, hereof. Any objections to title to the extent not shown on the notice furnished by BUYER in accordance with the provisions of this paragraph shall be deemed to have been waived by BUYER and BUYER shall not be entitled to any damages or other remedies. The DISTRICT shall have until the

Closing Date to eliminate the objections to title set forth in BUYER's notice. However, in no event shall the DISTRICT be required to bring suit or expend any sum to cure title defects (exclusive of mortgages against the Property, which are in a liquidated amount) that the DISTRICT has an obligation to discharge by the closing pursuant to the terms of this Agreement. If the DISTRICT fails to deliver title as herein provided, then BUYER may:

- a. Accept whatever title the DISTRICT is able to convey with no abatement of the Purchase Price; or
- b. Reject title and terminate this Agreement with no further liability of either party to the other.

9.3 LIMITATIONS ON TITLE OBJECTIONS. BUYER may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and the DISTRICT advises BUYER that the DISTRICT elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Property from the burden thereof and the DISTRICT advises BUYER that the DISTRICT elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively to insure-over.

9.4 ENVIRONMENTAL AUDIT. BUYER may obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase Two ESA if BUYER determines that one is necessary based on the Phase I assessment results) of each parcel comprising the Property. If such ESA discloses the presence of any Hazardous Material, BUYER shall notify DISTRICT within ten (10) business days following receipt of such ESA, and DISTRICT shall have the right but not the obligation to perform such cleanup and remediation as is necessary hereunder. Upon DISTRICT's failure to perform such cleanup and remediation prior to the Closing Date, BUYER may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to closing without abatement of the Purchase Price.

10. **DUE DILIGENCE OF INVESTIGATION:** BUYER is relying upon its own due diligence investigation in entering into this Agreement. BUYER shall have until the Closing Date to complete, at BUYER's expense, financial, legal, engineering and operational due diligence investigations of the Property. Based upon the results of such due diligence investigations

BUYER shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. BUYER shall provide the DISTRICT with written notice of termination within ten (10) days following completion of such due diligence. During this period, the DISTRICT shall provide BUYER and its representative's access to all Property as set forth in this Agreement..

11. **FINANCING CONTINGENCY:** The BUYER's obligation to close is not contingent on the BUYER obtaining third party financing on any particular terms or at all. The DISTRICT shall not finance any part of the purchase price or costs and is not responsible for any costs or expenses of such financing.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, through the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REALTORS AND BROKERS:** The DISTRICT has not engaged the services of any realtor(s) nor broker(s) for the purposes of this transaction or concerning the PROPERTY and thus no realtor(s) nor broker(s) are owed any commission from the DISTRICT. The BUYER has not engaged the services of any realtor(s) nor broker(s) for the purposes of this transaction or concerning the PROPERTY and thus no realtor(s) nor broker(s) are owed any commission from the BUYER.
14. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
15. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
16. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the

DISTRICT in default and seeking the remedies allowed for default hereunder.

17. **CONDITION OF PROPERTY**: Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY “as is, where is”, “with all faults” and all warranties (both express and implied) concerning the PROPERTY are hereby disclaimed by the DISTRICT to the fullest extent allowed by law. The DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
- 17.1 The condition of title to the PROPERTY;
  - 17.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
  - 17.3 The number of acres contained in the PROPERTY as shown in the SURVEY or otherwise;
  - 17.4 The environmental condition of the PROPERTY;
  - 17.5 The flood proneness of the PROPERTY and the flood zone in which the PROPERTY may be located;
  - 17.6 The availability or continued availability of utility service on the PROPERTY;
  - 17.7 The amount and value of the timber on the PROPERTY, if any;
  - 17.8 The fitness of the PROPERTY for any particular use;
  - 17.9 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
  - 17.10 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

18. **ADVERSE LEGAL CIRCUMSTANCES:** There are no current actions, suits or proceedings at law or in equity pending or, to the DISTRICT's knowledge, threatened against the DISTRICT before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Property or the DISTRICT's right and ability to make and perform this Agreement, nor is the DISTRICT aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The DISTRICT is not in default with respect to any certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Property. The DISTRICT agrees and warrants it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the Property.
19. **CONDITIONS PRECEDENT TO CLOSING:**
- 19.1 Prohibitions on Consummation of Transaction. Neither Party is prohibited by decree or law from consummating the transaction.
- 19.2 Non-Existence of Legal Actions. There is not pending on the Closing Date any legal action or proceeding that would (i) prohibit the acquisition or sale of the Property, (ii) prohibit BUYER or the DISTRICT from closing the transaction or BUYER from paying the Purchase Price, or (iii) inhibit or restrict in any manner BUYER's use, title, or enjoyment of the Property.
- 19.3 Performance of Contractual Conditions. The other Party has performed all of the undertakings required to be performed by it under the terms of this Agreement.
- 19.4 No Material Change. There has been no material adverse change in the physical condition of the Property. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Property that materially reduces its value in the aggregate.
- 19.5 Affirmation of Warranties and Representations. All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
18. **ESCROW:**

18.1 The DISTRICT and the BUYER authorize the CLOSING AGENT to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this CONTRACT, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of CLOSING AGENT. The parties agree that CLOSING AGENT will not be liable to any person for misdelivery of escrowed items to the DISTRICT or the BUYER, unless the misdelivery is due to CLOSING AGENT's willful breach of this CONTRACT or gross negligence.

18.2 In the event of any litigation or dispute between the DISTRICT and the BUYER concerning the release of the subject matter of the escrow, the CLOSING AGENT's sole responsibility may be met, at CLOSING AGENT's option, by commencing an action for interpleader of the disputed subject matter of the escrow. If CLOSING AGENT interpleads the subject matter of the escrow, CLOSING AGENT will deduct the filing fees and costs (amounts paid to clerks of the court, process servers, publication fees, etc.) from the escrowed funds prior to paying the balance of the escrowed funds to the court. The CLOSING shall be entitled to recover its reasonable attorneys' fees and costs to be awarded against the non-prevailing party. The DISTRICT and the BUYER agree that, upon the CLOSING AGENT's deposit of the disputed subject matter of the escrow to or as directed by the court in the interpleader action, neither the DISTRICT nor the BUYER shall have any further right, claim, demand or action against CLOSING AGENT regarding the disputed subject matter of the escrow.

19. **ASSIGNABILITY:** Neither party may assign its rights under this CONTRACT.
20. **TIME IS OF THE ESSENCE:** Time is of the essence in this CONTRACT.
21. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
22. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.

23. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:

23.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to cancel this CONTRACT and sue the DISTRICT for money damages limited to the amount of the actual expenses incurred by the BUYER after the EFFECTIVE DATE in furtherance of this CONTRACT. (Any such recovery of money damages shall also be limited as otherwise provided in the MAXIMUM LIABILITY FOR DAMAGES section of this CONTRACT.)

23.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT shall be entitled to cancel this CONTRACT and sue the BUYER for money damages limited to the amount of the actual expenses incurred by the DISTRICT after the EFFECTIVE DATE in furtherance of this CONTRACT. (Any such recovery of money damages shall also be limited as otherwise provided in the MAXIMUM LIABILITY FOR DAMAGES section of this CONTRACT.)

24. **MAXIMUM LIABILITY FOR DAMAGES:**

24.1 Notwithstanding anything else herein to the contrary, the DISTRICT's maximum liability for damages under this CONTRACT and any of the documents delivered by the DISTRICT under this CONTRACT (including, without limitation, the deed of conveyance and all of the documents delivered at CLOSING and any documents of further assurance required thereafter), either before or after CLOSING, shall not exceed in the aggregate the total sum of One Thousand and no/100ths Dollars (\$1,000.00) and BUYER hereby fully and forever waives any claim it may have against the DISTRICT for any amount in excess of total sum.

24.2 Notwithstanding anything else herein to the contrary, the BUYER's maximum liability for damages under this CONTRACT and any of the documents delivered by the BUYER under this CONTRACT (including, without limitation, the deed of conveyance and all of the documents delivered at CLOSING and any documents of further assurance required thereafter), either before or after CLOSING, shall not exceed in the aggregate the total sum of One Thousand and no/100ths

Dollars (\$1,000.00) and DISTRICT hereby fully and forever waives any claim it may have against the BUYER for any amount in excess of total sum.

25. **LIMITATION ON REMEDY:** Notwithstanding anything else herein to the contrary, both parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this CONTRACT or the transaction contemplated herein. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that, absent this provision, either party would have the right to recover any such damages.
26. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
27. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation arising out of or relating to this CONTRACT or the transaction set out herein, shall be the Circuit Court or the County Court in and for the Florida county where the PROPERTY is located. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Florida District serving such Florida county.
28. **ATTORNEY'S FEES AND COSTS:** In any legal proceeding arising out of or relating to this CONTRACT or the transaction set out herein, each party shall bear its own costs and attorney's fees.
29. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or the transaction set out herein. The parties agree to have any such actions decided by a judge alone, without a jury.
30. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's or BUYER's sovereign immunity and/or the protections given the DISTRICT and BUYER under Section 768.28, Florida Statutes.

31. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
32. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
33. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the written terms of this CONTRACT.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** Any court or tribunal called upon to construe the terms of this CONTRACT shall not apply the rule of construction known as *fortius contra proferentem* which provides that language drafted by one party to a contract must be construed in favor of the other party. Any ambiguities with respect to any provision of this CONTRACT will be construed fairly as to all parties and not in favor of or against any party.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

#### COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH

NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

#### PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

#### RADON GAS NOTICE

RADON GAS: 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 HEALTH DEPARTMENT.

#### LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO

PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **WAIVER OF COASTAL CONSTRUCTION CONTROL LINE ("CCCL") AFFIDAVIT AND SURVEY:** The term "CCCL" means the coastal construction control line ("CCCL") as defined in Section 161.053, Florida Statutes. If any part of the PROPERTY lies seaward of the CCCL, the DISTRICT would be required to provide the BUYER with an affidavit or survey as required by law delineating the CCCL's location on the PROPERTY, unless the BUYER waives this requirement in writing. The BUYER hereby waives the right to receive a CCCL affidavit or survey.
39. **FLOOD ZONE NOTICE:** The BUYER is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the PROPERTY is in, whether flood insurance is required, and what restrictions apply to improving the PROPERTY and rebuilding in the event of casualty.
40. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
41. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** A condition precedent to the DISTRICT's obligation to close shall be compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including, without limitation, Section 1013.28, Florida Statutes and the Florida Department of Education's State Requirements for Educational Facilities. Should the DISTRICT fail to comply with any of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
42. **CONTRACT CONTINGENT ON SCHOOL BOARD AND CITY COUNCIL APPROVALS:** Notwithstanding anything else herein to the contrary, this

CONTRACT shall not be binding on any party nor have any effect unless and until this CONTRACT is (a) approved by written resolution of the DISTRICT, (b) approved by written resolution of the BUYER's city council; and (c) fully executed by all parties. Such written resolutions must be approved, respectively, by the DISTRICT's School Board, on motion, second and majority vote and in compliance with Section 1013.28, Florida Statutes and the Florida Department of Education's State Requirements for Educational Facilities, and the BUYER's city council in compliance with BUYER's city charter and ordinances, and otherwise in compliance with applicable Florida Statutes.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by DISTRICT, the School Board of Columbia County, Florida, a body corporate.

SCHOOL BOARD OF  
COLUMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Dana Brady Giddens, Chair

ATTEST: \_\_\_\_\_  
Keith Couey  
Superintendent

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by BUYER, City of Lake City, Florida

CITY OF LAKE CITY, FLORIDA

BY: \_\_\_\_\_  
Noah Walker, Mayor

ATTEST: \_\_\_\_\_  
Audrey Sikes  
City Clerk