



Hendry County School District

REQUEST FOR PROPOSALS

RFP 25-00029 Sale of Surplus Real Property

The School Board of Hendry County, Florida ("School Board") requests proposals ("Proposals") for the purchase of certain School Board real property that the School Board has determined to be surplus ("Real Property"). The Real Property is more particularly described as:

Parcel ID: 3 34 43 09 A00 0002.0100

Property Address: W. OF N LOPEZ STREET, CLEWISTON, FL

A site location map depicting the Real Property is included on the last page of this RFP document. The Real Property is approximately .30 acres in size.

SECTION 1. CONTENTS OF PROPOSALS

Interested persons and firms should submit the original and three (3) copies of the following materials and one electronic copy on USB flash drive:

- A. **Contract for Sale and Purchase** in the form attached to this notice, completed and executed by or on behalf of the Proposer, constituting a valid offer to purchase the Property which is approximately .30 acres in size.
- B. **Letter of Interest** detailing the Proposer's contact information (address, voice and facsimile telephone numbers, and electronic mail address), and identifying the principal for any Proposer that is a corporation or other business entity and not an individual.

- C. For each Proposer that is a corporation or other business entity and not an individual, (1) a **certificate of status** or other document verifying that the Proposer is registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida; and currently in good standing; and (2) together with a **resolution of the Proposer** authorizing submission of the Proposal as an offer to purchase the Real Property and closing of the transaction contemplated by the Contract of Sale and Purchase.

SECTION 11. SELECTION PROCEDURES

The School Board will use the following procedures to receive and evaluate Proposals:

- A. Proposals in response to this Request should be submitted to:

Lynn Willis
Procurement Specialist
111 Curry Street
LaBelle, FL 33935
(863) 674-4100, Ext. 208
willisg@hendry-schools.net

- B. One original and three (3) copies of each Proposal and one electronic copy on USB flash drive, must be furnished on or before the Proposal due date. Proposals shall contain all of the information described in Section 1 of this Request. Oral, telephonic and emailed proposals are invalid and will not receive consideration.
- C. All proposals shall become the property of the Hendry County School Board.
- D. Due care and diligence have been exercised in the preparation of this Request and all information is believed to be substantially correct. Responsibility for determining the accuracy of all information relating to the Real Property however rests solely with the Proposer responding to this Request. **THE SCHOOL BOARD SEEKS PROPOSALS FOR A COMMERCIAL TRANSACTION, A STRICT STANDARD OF “CAVEAT EMPTOR” SHALL APPLY, AND THE PROPOSER MUST ACKNOWLEDGE THAT IT IS PURCHASING THE REAL PROPERTY IN “AS-IS,” “WHERE IS” CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY TYPE OR NATURE REGARDING THE QUALITY OF THE REAL PROPERTY, ITS VALUE, OR ITS ABILITY TO BE DEVELOPED. BY RESPONDING TO THIS REQUEST, THE PROPOSER AGREES TO RELY SOLELY ON PROFESSIONAL INSPECTOR AND APPROPRIATE GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.** Neither the School Board nor its Representatives shall be responsible for any error or omission in this Request, nor for failure on the part of the Proposer to inspect and evaluate the Real Property.

- E. All information provided in Proposals shall be accurate and complete. Proposals received after the scheduled due date and time will be marked “TOO LATE” and will be returned unopened to the Proposer.
- F. The deadline for submission of written questions concerning the RFP is **June 27, 2024, by 3:00 p.m. EST**. After this time and date, no additional questions will be accepted. Emailed questions from potential Proposers will be accepted by email only to busina@hendry-schools.net and willisg@hendry-schools.net. It is the sole responsibility of the Proposer at its own risk to ensure that emailed questions will be received by the deadline indicated above. Prospective proposers shall not contact any member of the Hendry County School Board, Superintendent, or District staff regarding this RFP prior to award. Any such Contact shall be cause for rejection of your proposal.

Official Responses – Addenda

Interpretations of the RFP, clarification of RFP specifications and requirements or changes to the RFP which have a material effect will be documented and communicated to proposers only by written addenda. Verbal responses to proposers’ questions do not constitute an official response unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your proposal. Any addenda issued to this RFP can be found on www.hendry-schools.org.

- G. Any correction made by a Proposer prior to the opening of the Proposals must be initialed and dated by the Proposer. No change or correction will be accepted after Proposals are opened.
- H. The due date and time for submission of all Proposals is **July 9, 2024, by 3:00 p.m. EST**. at which time all Proposals will be opened and tabulated by School District representatives.
- I. The School Board shall not be liable for any cost incurred by a Proposer in responding to this Request.
- J. Following the opening of all Proposals, persons and firms responding to this Request must be available for discussions with School District representatives between **July 10, 2024 and July 15, 2024**.
- K. At its regular meeting on **August 6, 2024**, the Board will (1) review all Proposals received by the scheduled due date and time; and (2) determine whether (a) to accept one of the Proposals as the highest and best Proposal and to authorize execution of the contract as proposed, or (b) authorize School District representative to undertake final contract negotiations with one or more of the Proposers, or © reject all proposals.

- L. If the School Board has authorized further negotiation with one or more Proposers, at a subsequent meeting, the School Board will consider whether to authorize execution of the contract negotiated with the Proposer determined by School Board representatives to have presented the highest and best Proposal.
- M. Except for the date for the submission of Proposals, all dates contained in the selection procedure schedule set forth in this Section II are subject to change by action of the School Board. The School Board will provide all Proposers with notice of any change to the selection procedure schedule.
- N. **THE SCHOOL BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, TO WAIVE IRREGULARITIES IN PROPOSALS, AND TO AWARD A CONTRACT AS THE SCHOOL BOARD DEEMS APPROPRIATE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**

THE SCHOOL BOARD OF HENDRY COUNTY, FLORIDA

CONTRACT FOR PURCHASE AND SALE

PARTIES AND DESCRIPTION OF PROPERTY

1. **SALE AND PURCHASE:** THE SCHOOL BOARD OF HENDRY COUNTY, FLORIDA, (“Seller”), whose address is 300 W. Cowboy Way, LaBelle, Florida 33935 and _____ (“Buyer”) whose address is _____ agree to sell and buy on the terms and conditions specified below the property (“Property”) described as:

Legal Description:

Parcel ID# 3 34 43 09 A00 0002.0100

Property Address: W. of N Lopez Street, Clewiston, FL

PURCHASE PRICE AND DEPOSITS

2. **PURCHASE PRICE:** The total Purchase Price shall be \$ _____ payable by Buyer in U.S. funds as follows:
- (a) \$ 0.00 Initial deposit delivered with Contract offer to Seller made payable to n/a. Such deposit to be delivered by Seller to n/a, as Escrow Agent on the Effective Date.
- (b) \$ 0.00 Additional deposit, equal to not less than 3% of the Purchase Price to be delivered to Escrow Agent within seven (7) days from the Effective Date.
- © \$ _____ Balance to close (not including Buyer’s closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier’s check, official bank check or confirmed wired funds.

CLOSING

3. **CASH CLOSING:** Buyer will pay cash for the Property with ☐ **no financing Contingency** or ☐ **with a financing contingency** allowing Buyer to obtain a written commitment for a loan within thirty (30) days after the Effective Date on such terms and conditions satisfactory to Buyer and for the principal amount of \$ _____. Buyer will make application within ten (10) days after the Effective Date and use

reasonable diligence to obtain the loan commitment and, thereafter, to meet the terms and conditions of the commitment and to close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the commitment on terms and conditions satisfactory to Buyer or if Buyer fails to meet the terms and conditions of the commitment, then either party hereto may thereafter by prompt written notice to the other cancel this Contract, in which case the earnest money deposit(s) shall be promptly returned to Buyer, thereupon, Buyer and Seller shall release one another of all further obligations under this Contract.

4. **CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and Possession delivered on or before the date that is ninety (90) days from the Effective Date ("Closing Date"), unless extended by other provisions of this Contract or with the mutual Consent of the parties hereto. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, reports and studies, and other items.
5. **CLOSING PROCEDURE; COSTS:** Closing will take place at the offices of Omnia Title Corp at 205 N. Armenia Ave, Tampa, FL 33607, and may be conducted by mail or electronic means. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
 - (a) **Seller Costs:** Seller will pay preparation and recording fees for instruments necessary to cure title; and the expenses for the Title Commitment and Owner's Title Policy equal to the Purchase Price to be issued by Closing Agent.
 - (b) **Buyer Costs:** Buyer will pay taxes and recording fees on the deed; inspections; survey and sketch; insurance; appraisal; and all other expenses of closing.
 - © **Title Evidence and Insurance:** The title evidence will be a Paragraph 8(a) owner's title insurance commitment. Seller will select the title agent; will pay for the owner's title policy, search, and examination.
 - (d) **Prorations:** The following items will be made current and prorated as of the day before closing Date: real estate taxes, interest, assessments, and other Property expenses. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. Seller is a tax-exempt unit of local government, and Buyer should not rely on Seller's current Property taxes as the amount of Property taxes that Buyer may be obligated to pay in the year subsequent to purchase.
 - (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessments if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts.

PROPERTY CONDITION

6. **LAND USE:** Seller will deliver the Property to Buyer at the time agreed in its present “As Is” Condition, with conditions resulting from Buyer’s Inspections and casualty damage, if any, accepted. Seller will maintain the Property and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property’s condition without Buyer’s prior written consent. THIS TRANSACTION IS A COMMERCIAL TRANSACTION, A STRICT STANDARD OF “CAVEAT EMPTOR” SHALL APPLY, AND BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY IN “AS-IS”, WHERE IS” CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY TYPE OR NATURE REGARDING THE QUALITY OF THE PROPERTY, ITS VALUE, OR ITS ABILITY TO BE DEVELOPED. BUYER AGREES TO RELY SOLELY ON PROFESSIONAL INSPECTORS AND APPROPRIATE GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.
- (a) **Flood Zone:** Buyer is advised to verify by survey 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.
- (b) **Government Regulations:** Buyer is advised that changes in government regulations levels of service that affect Buyer’s intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has elected no Feasibility Study Period (paragraph (d)(2) below).
- © **Mineral Rights:** The Seller shall retain all oil, gas and mineral rights in the Property without right of entry.
- (d) **Inspections:** (Check (1) or (2) below)

☐ (1) **Feasibility Study:** Buyer will, at Buyer’s expense and within sixty (60) days from Effective Date (“Feasibility Study Period”), determine whether the Property is suitable, in Buyer’s sole and absolute discretion, for Buyer’s intended use. During the Feasibility Study Period, Buyer may conduct a Phase I Environmental Assessment and any other test, analysis, survey, and investigation (“Inspections”) that Buyer deems necessary to determine to Buyer’s satisfaction the Property’s engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade, availability of access to public roads, water, and other utilities, consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate to determine the Property’s suitability for the Buyer’s intended use.

Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections;

provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees and expenses from liability to any person arising from the conduct of any and all inspections or any work authorized by Buyer. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated as of the day after the Feasibility Study Period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ **(2) No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's Purposes, including being satisfied that public water and wastewater service are available to the Property if required, and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigation.

7. **RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within ten (10) days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. **TITLE:** Seller will convey marketable title to the Property by special warranty deed with a reservation by Seller of all oil, gas and mineral rights in the property without right of entry.
- (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions; covenants, easements, and restrictions

of record; matter of plat; existing zoning and governmental regulations; oil, gas, and mineral rights of record if there is not right of entry; current taxes; and encumbrances that Seller will discharge at or before closing. Seller will obtain, at Seller's expense and deliver to Buyer, no later than 20 days before Closing Date, a title insurance commitment issued by a Florida-licensed title insurer in the amount of the Purchase Price and subject only to title exceptions set forth in this Contract.

- (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within five (5) days from receipt of title evidence, of any defect that makes the title Unmarketable. Seller will have thirty (30) days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense provided, however, that Seller shall not be obligated to expend more than \$500.00 to cure any title defect and shall not be obligated to institute any litigation to do so. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the Transaction on Closing Date or within ten (10) days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within ten (10) days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

- © **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property Surveyed and deliver written notice to Seller, within five (5) days from receipt of survey but no later than fifteen (15) days prior to closing, of any encroachment on the Property, encroachment by the Property's improvements, if any, on other lands, or deed restriction or zoning violation. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above. The Seller gives their explicit authority for Buyer or designee to enter the site for purposes of surveying the site. Buyer or designee Shall do so at their own risk and shall hold the Seller harmless from such efforts.

MISCELLANEOUS

9. **EFFECTIVE DATE;TIME:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in calendar days, provided, however, if a specified time period is five (5) days or less such period shall exclude Saturdays, Sundays, and legal holidays. 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 4:00 p.m. local (Hendry County, Florida) time of the appropriate day.
10. **NOTICES:** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of (a) the date and time the same are personally delivered or transmitted electronically (i.e., electronic mail); (b) with three (3) days after depositing

with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or © with one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Buyer: Name: _____

Address: _____

Attn: _____

Telephone: _____

Email: _____

Copy to: Name: _____

Address: _____

Attn: _____

Telephone: _____

Email: _____

Seller: The Hendry County School Board, Florida
Attn: Amy Collins, Administrative Secretary
300 West Cowboy Way
LaBelle, Florida 33935
Telephone: 863-674-4642
Email: collinsa@hendry-schools.net

Copy to: Omnia Title Corp
205 N. Armenia Ave, Tampa, FL 33607

or to such other addresses as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein, if any, may deliver and receive notices on behalf of their clients.

11. **COMPLETE CONTRACT:** This Contract is the entire agreement between Buyer and Seller. No prior or current agreement will bind Buyer or Seller unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail or preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record.
12. **ASSIGNABILITY; PERSONS BOUND:** Buyer may **not** assign this Contract without Seller's written consent. The terms "Buyer" and "Seller" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns (if permitted) of Buyer and Seller.
13. **WAIVER OF CLAIMS AGAINST SELLER:** Buyer expressly acknowledges that Buyer has not relied on any warranties, promises, understandings or representations, express or implied, oral or writer, of Seller, relating to the Property which are not expressly contained in this Contract, and that Buyer is acquiring the Property in its present condition and state of repair, ("As, Where Is") with all defects, latent or apparent. Buyer acknowledges that any information of any type Buyer has received or may receive from Seller, including, without limitation, any of the Information or Work Product, is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any warranty whatsoever. Buyer agrees that Buyer will not attempt to assert any liability against Seller for furnishing such information. **THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT AND SHALL SURVIVE CLOSING.** The Seller gives their explicit authority for Buyer or designee to enter the site for purposes of conducting their own independent verifications/inspections of the site. Buyer or designee shall do so at their own risk and shall hold the Seller harmless from such efforts.
14. **INTERPRETATION:** The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in, or dispute regarding the interpretation of same, the interpretation of this Contract shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

15. **NON-WAIVER:** No delay or failure by either party to exercise any right hereunder and no partial or single exercise of such right will constitute a waiver of that or any other right, except by written agreement executed by the parties or unless expressly provided otherwise herein.

16. **RADON GAS:** Pursuant to 440.056(5), Florida Statutes, Seller hereby makes and Buyer hereby acknowledges, the following notification:

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 PUBLIC HEALTH UNIT.

17. **DEFAULT:**

- (a) **Seller Default:** If for any reason other than Buyer's default or failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer's sole and exclusive remedy shall be to elect either: (i) to receive a return of the Buyer's deposit(s) or (ii) seek specific performance subject to and after complying with the dispute resolution provisions of paragraph 18. The foregoing shall be Buyer's sole and exclusive remedy and Buyer hereby waives any and all claims for damages of any type whatsoever.
- (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payments of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages to seek specific performance as per paragraph 18.

18. **DISPUTE RESOLUTION:** This Contract will be construed under Florida Law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows;

- (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have thirty (30) days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida Law, to the state courts of competent jurisdiction, in and for Hendry County, Florida. Buyer and Seller will be bound by any resulting judgement or order.

(b) All Other Disputes: Jurisdiction; Jury Trial Waiver: BUYER AND SELLER WILL HAVE THIRTY (30) DAYS FROM THE DATE A DISPUTE ARISES BETWEEN THEM TO ATTEMPT TO RESOLVE THE MATTER THROUGH MEDIATION, FAILING WHICH ALL SUCH DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS CONTRACT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY IN THE STATE COURTS OF COMPETENT JURISDICTION IN HENDRY COUNTY, FLORIDA; AND EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF SUCH COURTS, BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT AND ANY CONTRACT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER RELATED DOCUMENT TO WHICH THEY ARE A PARTY). BY WAIVING A JURY TRIAL, THE PARTIES INTEND CLAIMS AND DISPUTES TO BE RESOLVED BY A JUDGE ACTING WITHOUT A JURY IN ORDER TO AVOID THE DELAYS, EXPENSES AND RISKS OF MISTAKEN INTERPRETATIONS WHICH EACH PARTY ACKNOWLEDGES TO BE GREATER WITH JURY TRIALS THAN WITH NON-JURY TRIALS. BUYER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIALS IS A MATERIAL INDUCEMENT TO SELLER IN ENTERING INTO THIS CONTRACT AND THAT BUYER HAS BEEN REPRESENTED BY AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS CLAUSE WILL SURVIVE CLOSING.

© **Mediation Expenses:** The parties will equally divide the mediation fee, if any.

(d) Attorney's Fees and Costs: In the event of any dispute hereunder or of any action on interpret or enforce this Contract, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted a) to alter, amend or waive the Seller's sovereign immunity of the State of Florida, or its Agencies, or any defenses thereto, beyond the waiver provided in 768.28, Florida Statutes; or (b) as the consent of the Seller to be sued.

ESCROW AGENT

- 19. ESCROW AGENT:** Buyer and Seller authorize Omnia Title Corp, as Escrow Agent, to receive, deposit, and hold funds and other items in escrow, and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract. The parties agree that Escrow Agent will be liable to any person for any mistake of facts or error of judgement or any acts or omissions of any kind or for any mis-delivery of escrowed items to Buyer or Seller, unless due to Escrow Agent's willful breach of this Contract or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

REPRESENTATIONS

- 20. BUYERS REPRESENTATION AND WARRANTIES:** Buyer represents that Buyer has full power and authority to enter into this Contract and to consummate the purchase of the Property as contemplated by and in accordance with the terms contained in this Contract.
- 21. SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller hereby represents, warrants and covenants to Buyer that Seller is a duly organized and validly existing governmental entity under the laws of the State of Florida, qualified to do business in the State of Florida, and in good standing; all necessary consent and approvals from Seller have been obtained; and that persons executing this Contract on behalf of Seller are duly empowered to bind Seller to perform its obligations hereunder.
- 22. NO COMMISSIONS:**
- (a)** Seller hereby represents and warrants to Buyer that Seller has not engaged or dealt with any agent, broker or finder in regard to this Contract or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies Buyer and agrees to defend and hold Buyer free and harmless from and against any and all liability, loss, cost, damage and expense including but not limited to attorney's and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceedings, which Buyer shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Contract or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Buyer against any

claim brought by an agent, broker or finder claiming to have been engaged by the Seller. If Seller refuses to retain legal counsel to defend Buyer, Seller shall be liable for all attorney's and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceedings, incurred by Buyer in its defense and to pursue Buyer's rights to be indemnified by the Seller.

- (b)** Buyer hereby represents and warrants to Seller that Buyer has not engaged or dealt with any agent, broker or finder in regard to this Contract or to the sale and purchase of the Property contemplated hereby. Buyer hereby indemnifies Seller and agrees to defend and hold Seller free and harmless from and against any all liability, loss, cost, damage and expenses, including but not limited attorney's and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Buyer, whether or not meritorious, for any fee, commission or other compensation with respect to this Contract or to the sale and purchase of the Property contemplated hereby. Buyer agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by Buyer. If Buyer refuses to retain legal counsel to defend Seller, Buyer shall be liable for all attorney's and paralegals' fees and costs, whether suit be brought or not, and whether at trial both prior to and on appeal, or incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Buyer.

OFFER AND ACCEPTANCE

Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than August 20, 2024, this offer will be revoked.

IN WITNESS WHEREOF, Buyer and Seller have caused this Contract to be executed as of the dates set forth below:

Signed, sealed and deliver in the presence of:

BUYER:

(name)

By:

(signature)

Print Name:

Title:

Date:

SELLER:

THE HENDRY COUNTY SCHOOL BOARD, FLORIDA

Attest:

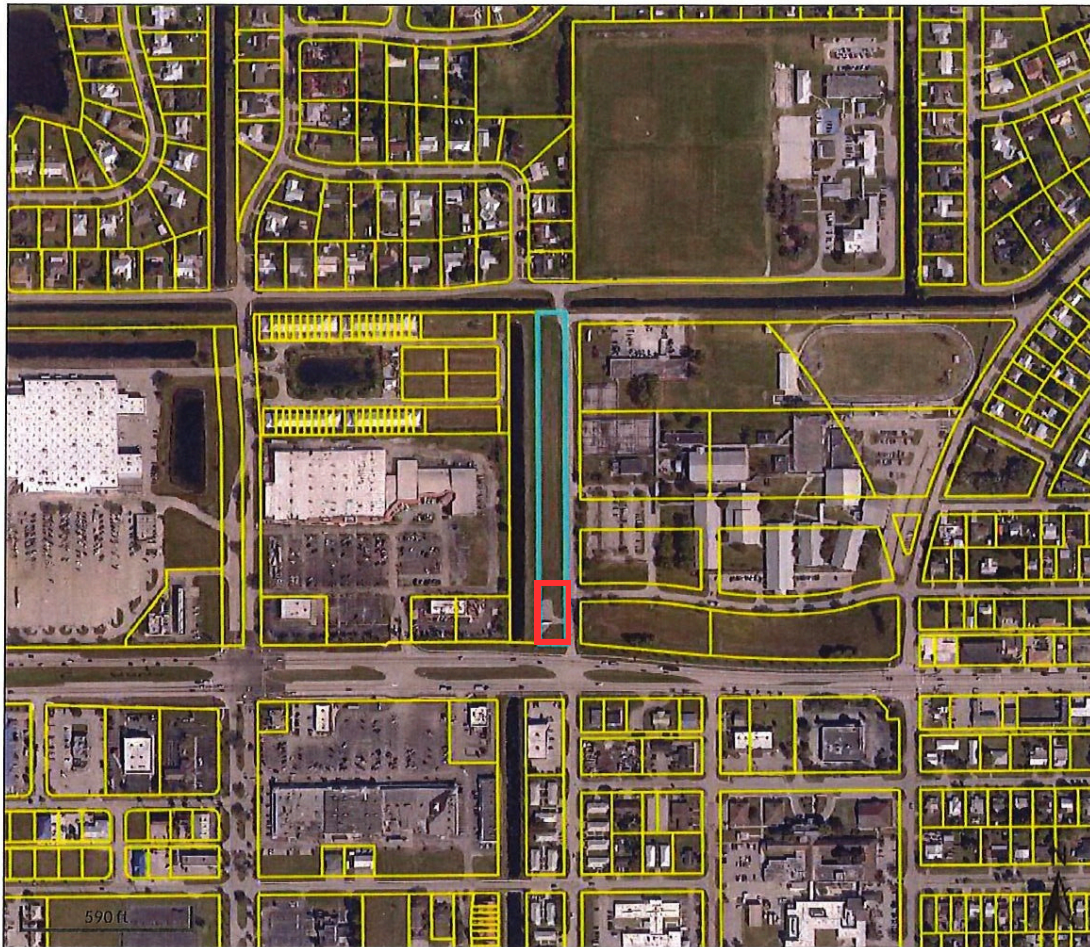
By: _____
Michael Swindle, Superintendent

By: _____
Jon Basquin, Chairman

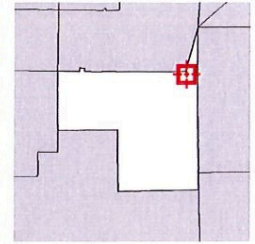
Date: _____



Dena R. Pittman, CFA
Hendry County Property Appraiser



Overview



Legend

- City Limits
- Banyan Village
- Christopher Lane
- Double J Acres
- Everhigh Acres
- Felda
- LaDeca Acres
- Midway Acres
- Montura Ranch Estates
- Pioneer Plantation
- Pt LaBelle Units 1-9
- Seven K Estates
- Wheeler Road
- Parcels
- County Outlines
- Hendry
- <all other values>

Parcel ID 3 34 43 09 A00 0002.0100

Sec/Twp/Rng 09-43-34

Property Address W_OF N LOPEZ ST
CLEWISTON

District 3

Brief Tax Description CLEWISTON BEG W LINE OF LOPEZ ST + N RWY LINE OF HWY 27-W 90 FT-N TO S LINE OF CANAL 3-E 90 FT-S TO
POB 2.26 AC

(Note: Not to be used on legal documents)

Prop ID 35572

Class 8300 - PUBLIC SCHOOL

Acreage 2.2564

Owner Address BOARD PUBLIC INSTRUCTION

PO BOX 1980

LABELLE, FL 33975

Date created: 6/10/2024

Last Data Uploaded: 6/7/2024 11:05:17 PM

Developed by Schneider
GEOSPATIAL

NOTE: The red area denotes the approximate area proposed.