

## AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, A BODY CORPORATE EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, FORMERLY KNOWN AS THE BOARD OF PUBLIC INSTRUCTION OF MONROE COUNTY, FLORIDA**, whose address is 241 Trumbo Road, Key West, Florida 33040 (hereinafter "School Board"), and the **CITY OF KEY WEST, FLORIDA**, a municipal corporation, whose address is P.O. Box 1409, Key West, Florida, 33041 (hereinafter "CITY").

Whereas, the parties have long assumed that the School Board owned the property adjacent to Gerald Adams Elementary ("GAE") on Stock Island in Key West, Florida, legally described in the attached Exhibit (hereinafter referred to as the "Property"); and

Whereas, the School Board has long used Property for an access road to and from GAE and City has never opposed same or believed it was legal owner to Property; and

Whereas, it has been discovered that City is the fee simple owner of Property;

Whereas, School Board requires the Property to incorporate it in the design plans for a new GAE facility; and

Whereas, City desires to convey fee simple title to School Board to facilitate the construction of the new GAE facility; and

Whereas, the parties desire a written agreement between them providing the terms by which the City agrees to convey the Property and the School Board agrees to accept title to the subject property.

NOW THEREFORE, in mutual consideration of the benefits that will accrue to the parties in faithfully abiding by the terms of this Agreement, School Board and City agree as follows:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the School Board, the receipt of which is hereby acknowledged, and the mutual conditions and covenants contained herein, the City agrees to convey to the School Board certain real property upon the terms and conditions hereinafter set forth, at no cost to School Board, for all of the real property and other interests, which real property shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the City's rights in or arising by reason of ownership thereunto belonging, owned by the City, situate and lying in the County of Monroe, State of Florida, more particularly described in the attached exhibit as Parcel C and referred to herein as Property.

The said conveyance of Property shall take place on a date mutually agreeable to the parties. However, in no event shall the conveyance take place later than 30 days after the expiration of the inspection period provided for in paragraph 9 below.

2. The City agrees that it has the full right, power and authority to convey, and that it will convey to the School Board the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The School Board, at the School Board's expense, within the time allowed to examine evidence of title, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

The City shall convey title to the property subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. The School Board shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the School Board shall, within this specified time period, notify City in writing specifying defect(s). If the defect(s) render title unmarketable the City bymay, in its sole discretion, have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the School Board shall have the option of either accepting the title as it then is or rescinding the contract herein; thereupon the City and the School Board shall release one another of all further obligations under this Agreement.

3. The City further agrees not to do, or suffer others to do, any act by which the value or title to said real property may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the School Board by reasons of the unauthorized alteration of the improvements located on the subject property, or because of fire or other natural causes, shall be borne by the City; and that, in the event any such loss or damage occurs, the School Board may refuse, without liability, to accept conveyance of the subject property, or it may elect to accept conveyance of the subject property.
4. The City further agrees that during the period covered by this instrument officers and accredited agents of the School Board shall have at all proper times the unrestricted right and privilege to enter upon the Property for all proper and lawful purposes, including examination of the subject property and the improvements located thereon.
5. The City will execute and deliver upon demand of the proper officials and agents of the School Board a good and sufficient quit-claim deed conveying to the School Board title to the Property of such character as to be satisfactory to the legal counsel of the School Board. Further, the said quit-claim deed shall contain a restrictive covenant and reverter clause restricting the use of the Property to public purposes.
6. The School Board shall pay the following expenses associated with the conveyance of the Property: deed recording fees, settlement fees, abstract fees, title examination fees, the School Board's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the School Board, or the effective date of possession of the Property by the same, whichever is earlier. The City shall pay the expenses of documentary stamps to be affixed to the deed, if applicable. Full possession of the Property shall pass to the School Board as of the date the deed is tendered to the School Board subject only to the reservations stated in Section 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the Property herein contracted to be conveyed, satisfactory to the legal counsel of the School Board will be obtained by the School Board at its expense. The City expressly agrees herein to furnish to the

School Board any documents in City's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the School Board may not assign this contract.
9. School Board will, at School Board's expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in School Board's sole and absolute discretion, for School Board's intended use and development of the Property. During the Due Diligence Period, School Board may conduct any tests, analyses, surveys and investigations ("Inspections") which School Board deems necessary to determine to School Board's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that School Board deems appropriate to determine the suitability of the Property for School Board's intended use and development. School Board shall deliver written notice to City prior to the expiration of the Due Diligence Period of School Board's determination of whether or not the Property is acceptable. School Board's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. City grants to School Board, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that School Board, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the School Board, to the extent of the City's potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the City, its officers, and employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the School Board or any third party vendor contracted by the School Board arising from the conduct of any and all inspections or any work authorized by School Board. School Board will not engage in any activity that could result in a mechanic's lien being filed against the Property without City prior written consent. In the event this transaction does not close, (1) School Board shall 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) School Board shall, at School Board's expense, release to the City all reports and other work generated as a result of the Inspections. School Board may waive all or any part of the inspection period.

Walk-through Inspection: School Board may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.
11. This Agreement shall become effective upon execution by both parties and may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered the same agreement.
12. Except as specifically provided for in this Agreement, each provision of this Agreement shall survive the conveyance of the Property from City to School Board.

13. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the School Board and City agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe City, Florida. The School Board and City further agree that, in the event of conflicting interpretations of the terms or a term of this Agreement between the School Board and City, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Additionally, the School Board and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe City.

14. Notice shall be provided as follows:

Monroe County School Board  
Superintendent of Schools  
241 Trumbo Road  
Key West, Florida 33040  
(305) 293-1400

City of Key West  
City Manager  
P.O. Box 1409  
Key West, FL 33041  
(305) 809-3881

Any notice or other written communication between the agencies shall be considered delivered when posted by Certified Mail, Return Receipt Requested or delivered in person.

15. In the event one or more provisions of this Agreement are declared invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
16. This Agreement is not intended to, nor shall it be construed as, relieving any participating agency from any obligation or responsibility imposed upon the agency by law except to the extent of actual and timely performance thereof by any other participating agency, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the participating agencies, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapter 163, Florida Statutes.
17. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the School Board and City agree that neither the School Board nor the City or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**IN WITNESS WHEREOF**, the School Board and the City have entered into this Agreement by their authorized individuals as indicated below.

THE SCHOOL BOARD OF MONROE COUNTY  
FLORIDA, A BODY CORPORATE EXISTING UNDER  
THE LAWS OF THE STATE OF FLORIDA, FORMERLY  
KNOWN AS THE BOARD OF PUBLIC INSTRUCTION  
OF MONROE COUNTY, FLORIDA

BY: \_\_\_\_\_  
John Dick, Chairman

THE CITY OF KEY WEST, FLORIDA

\_\_\_\_\_  
Craig Cates, Mayor

ATTEST:

\_\_\_\_\_  
Cheri Smith, City Clerk

**SKETCH AND LEGAL  
DESCRIPTION  
(THIS IS NOT A SURVEY)  
A PORTION OF PARCEL C  
GERALD ADAMS  
MONROE COUNTY, FLORIDA**

NOT VALID WITHOUT SHEET 2 OF 2

**DESCRIPTION:**

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA LOCATED IN SECTION 27, TOWNSHIP 67 SOUTH, RANGE 25 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGIN** AT THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 569 AT PAGE 961 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SAID CORNER ALSO BEING ON THE EAST LINE OF "PARCEL G" AS SHOWN ON THE SKETCH AND LEGAL DESCRIPTION PREPARED BY FLORIDA KEYS LAND SURVEYING, DATED JANUARY 29, 2014; THENCE SOUTH 28°01'05" EAST ALONG THE EAST LINE OF SAID "PARCEL G", A DISTANCE OF 90.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JUNIOR COLLEGE ROAD AS RECORDED IN PLAT BOOK 7 AT PAGE 43 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF JUNIOR COLLEGE ROAD


- 1) THENCE NORTH 41°22'31" EAST, A DISTANCE OF 10.74 FEET;
- 2) THENCE NORTH 48°37'29" WEST, A DISTANCE OF 3.00 FEET;
- 3) THENCE NORTH 41°22'31" EAST, A DISTANCE OF 42.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1388.14 FEET;
- 4) THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 264.53 FEET THROUGH A CENTRAL ANGLE OF 10°55'06" TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 569 AT PAGE 961 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA;

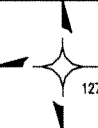
THENCE SOUTH 61°58'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 303.49 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL OF LAND CONTAINS 11,512.77 SQUARE FEET (0.264 ACRES) MORE OR LESS.

**NOTES:**

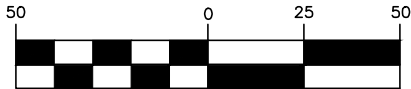
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF THE SIGNING SURVEYOR.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.
3. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

SIGNED:  DATE: 9-21-16  
 ROBERT E. REECE  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5632  
 STATE OF FLORIDA

|  |  |                   |                         |                  |
|--|--|-------------------|-------------------------|------------------|
|  REECE & ASSOCIATES<br>PROFESSIONAL SURVEYOR AND MAPPER<br>127 INDUSTRIAL ROAD, SUITE B, BIG PINE KEY, FL 33043<br>OFFICE (305) 872 - 1348<br>FAX (305) 872 - 5622 | <b>SKETCH AND LEGAL<br/>DESCRIPTION<br/>(THIS IS NOT A SURVEY)<br/>PORTION OF PARCEL C GERALD ADAMS<br/>MONROE COUNTY, FLORIDA</b> | SCALE:<br>N/A     | PROJECT NO:<br>16-035   | REVISION:        |
|  |  | DATE:<br>09/21/16 | CAD FILE:<br>16-035 S&D | SHEET:<br>1 OF 2 |



**GRAPHIC SCALE**

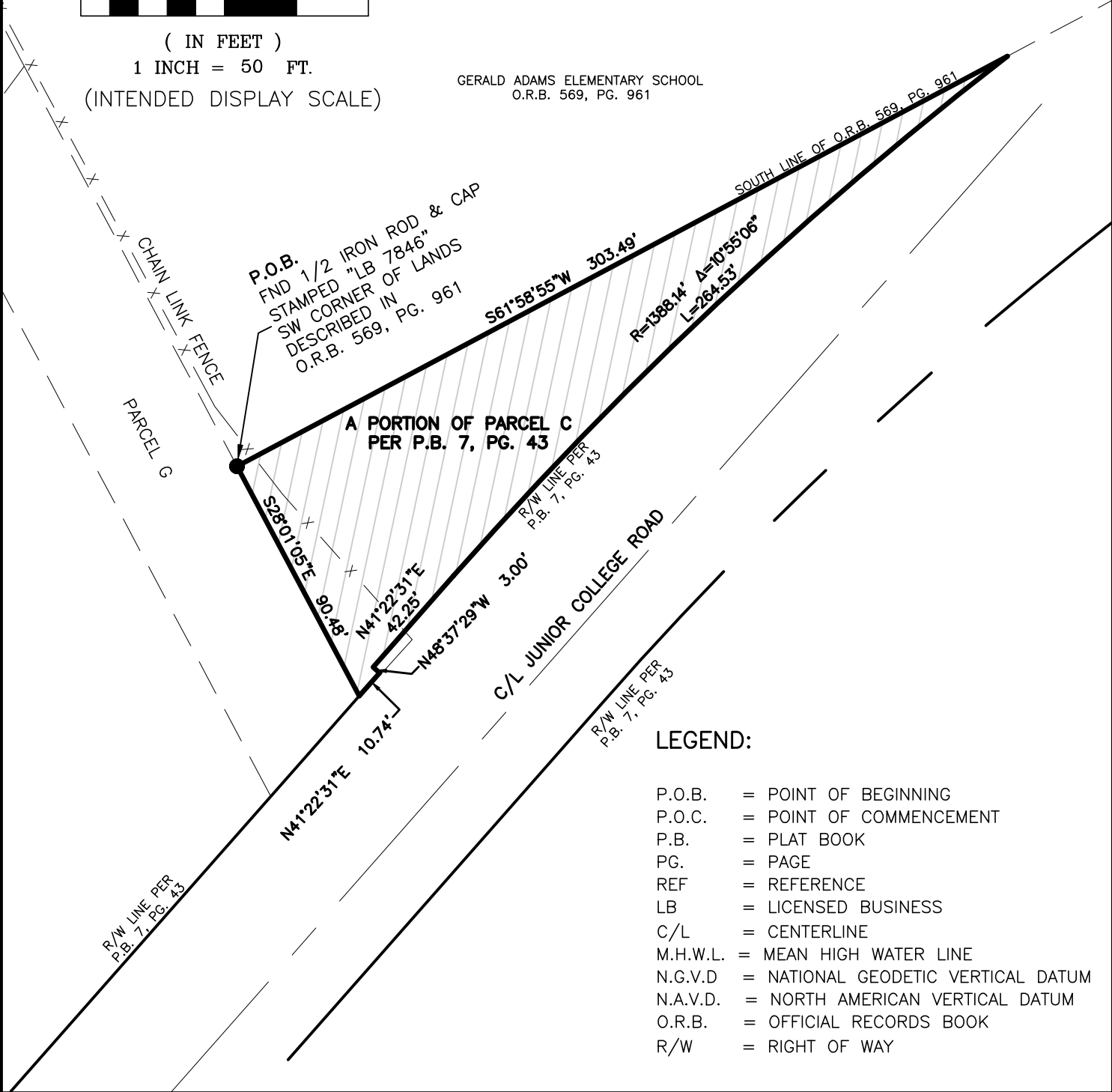


( IN FEET )

1 INCH = 50 FT.

(INTENDED DISPLAY SCALE)

GERALD ADAMS ELEMENTARY SCHOOL  
O.R.B. 569, PG. 961



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.B. = PLAT BOOK
- PG. = PAGE
- REF = REFERENCE
- LB = LICENSED BUSINESS
- C/L = CENTERLINE
- M.H.W.L. = MEAN HIGH WATER LINE
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY

REECE & ASSOCIATES  
PROFESSIONAL SURVEYOR AND MAPPER

127 INDUSTRIAL ROAD, SUITE B, BIG PINE KEY, FL. 33043  
OFFICE (305) 872 - 1348  
FAX (305) 872 - 5622

**SKETCH AND LEGAL DESCRIPTION**  
**(THIS IS NOT A SURVEY)**  
PORTION OF PARCEL C GERALD ADAMS  
MONROE COUNTY, FLORIDA

|                    |                         |                  |
|--------------------|-------------------------|------------------|
| SCALE:<br>1" = 50' | PROJECT NO:<br>16-035   | REVISION:        |
| DATE:<br>09/21/16  | CAD FILE:<br>16-035 S&D | SHEET:<br>2 OF 2 |