<u>Prepared By :</u> George B. Wallace Assistant City Attorney P.O. Box 1409 Key West, FL 33041-1409

Return Recorded Deed to: Patricia A. Eables, Esq. Office of the County Attorney County of Monroe P.O. Box 1026 Key West, FL 33041

QUIT CLAIM DEED

This Quit Claim Deed made this _____ day of _____ 20__ between by The City of Key West, Florida, a municipal corporation, whose post office address is P.O. Box 1409, Key West, Florida 33041, herein called the Grantor, to MONROE COUNTY, a political subdivision of the State of Florida, whose mailing address is 1100 Simonton Street, Key West, Florida, hereinafter called the Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and convey unto the Grantee forever, the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, with an approximate street address of 250 Trumbo Road, situate, lying and being in the City of Key West, County of Monroe, State of Florida, towit:

(See Exhibit "A" attached) (Parcel Identification No. 00001720-000200)

Reserving unto the Grantor a perpetual utility easement along, over, under and across that portion of the demised premises occupied by the Grantor as a utility lift station and accessory related equipment as reflected on Exhibit "A".

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity to the only proper use, benefit and behoof of the said Grantee for so long as the land conveyed is used for the purposes described in that certain Interlocal Agreement titled "KEYS OVERNIGHT TEMPORARY SHELTER (KOTS) AND ESSENTIAL GOVERNMENTAL EMPLOYEE HOUSING INTERLOCAL AGREEMENT" dated October 19, 2019, and recorded as Doc #2250574 in Official Records Book# 3002, Page# 344 of the Public Records of Monroe County, Florida.

In the event the land is not used for the purpose of housing employees of the Monroe County Sheriff's Office and other governmental employees as provided in said Interlocal Agreement, then the land and the premises shall, after written notice to the County Mayor, and a 180-day period to correct said deficiency, revert to the Grantor, its successors or assigns, and the Grantee, its successors and assigns shall forfeit all rights thereto, if said deficiency is not corrected within that 180-day period. The reversionary interest of the Grantor shall survive any termination of the Interlocal Agreement by Grantee.

[THIS AREA LEFT INTENTIONALLY BLANK - SIGNATURES ON NEXT PAGE]

This Quit-Claim Deed is executed pursuant to Article 7.03 of the Charter of the City of Key West.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

(CITY SEAL)

The City of Key West, Florida, a Municipal Corporation

ATTEST:

Teri Johnston, Mayor

Cheryl Smith, City Clerk

(Signature of First Witness)

Printed Name

(Signature of Second Witness)

Printed Name

State of FLORIDA) County of MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____, ___ by Teri Johnston who [__] is personally known or [__] has produced a driver's license as identification and who did take an oath.

(Notary Seal)

Notary Public My Commission Expires: _____