

RESOLUTION 2021-4

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF ST. LUCIE VILLAGE, FLORIDA, APPROVING A PROPOSED AGREEMENT WITH THE ST. LUCIE COUNTY SCHOOL BOARD, F/K/A BOARD OF PUBLIC INSTRUCTION, FOR THE ACQUISITION OF THE ST. LUCIE SCHOOL PROPERTY AND TRANSFER OF ANY INTEREST IN THE PUBLIC PROPERTY TO THE EAST OF THE SCHOOL, AND FURTHER AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS AND CONCLUDE THE TRANSACTION.

WHEREAS, the St. Lucie School property ("the school property") and the public property lying immediately to the east in between the school property and Old Dixie Highway ("the public property") are currently leased from the St. Lucie County School Board ("the School Board") to the Town of St. Lucie Village, Florida ("the Village");

WHEREAS, the Village has expended tens of thousands of dollars on maintenance, repair, and improvement of the properties, which are a community and historic resources for the Village; and

WHEREAS, the properties are surplus properties of the School Board and not suitable for public education purposes;

WHEREAS, securing ownership and future use of the School property and public property will benefit the Village and its residents; and,

WHEREAS, the Village and School Board staff have proposed the attached form of agreement to govern transfer of the property interests,

NOW, THEREFORE, the Board of Aldermen of the Town of St. Lucie Village, Florida, resolves as follows:

1. The attached form of agreement is approved and the Mayor is directed and authorized to sign and submit the same on behalf of the Village.

2. That the Mayor, the Clerk, and the Town Attorney are authorized and directed to take such further actions as are reasonably necessary to conclude the agreement with the School Board and to conclude and close the transaction, including to commit the Village to pay for title insurance, survey, and the other costs contemplated in the agreement, which may include documentary stamp tax, if applicable.

PASSED AND APPROVED by the Board of Aldermen of the Town of St. Lucie Village on this 17th day of August, 2021.

APPROVED:
BOARD OF ALDERMEN OF THE TOWN OF
ST. LUCIE VILLAGE, FLORIDA

By: William G. Thiess
William G. Thiess, Mayor

ATTESTED:

By: Mary Fowler
Mary Fowler, Clerk

I, Mary Fowler, Acting Clerk of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, do hereby certify that this is a true and accurate copy of Resolution **2021-4** which was duly introduced, read and adopted at the regular meeting of the Board of Aldermen of the TOWN OF ST. LUCIE VILLAGE, FLORIDA, held this 17th day of August, 2021.

Mary Fowler
Mary Fowler, Clerk

AGREEMENT

This Agreement is entered by and between the Town of St. Lucie Village, Florida, a Florida municipal corporation (“the Village”) and The School Board of St. Lucie County, Florida, f/k/a the Board of Public Instruction of St. Lucie County, Florida, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“the School Board”) and the parties agree to the following:

1. The parties’ intent is to transfer title to the St. Lucie School property, more particularly described in attached Exhibit A (“the School property”) from the School Board to the Village, and for the School Board to quit-claim any interest in the public property located in between the St. Lucie School property and Old Dixie Highway, more particularly described in attached Exhibit B (“the Public property”).

2. The School property and the Public property are currently subject to a long-term lease between the parties entered on February 26, 1991 (“the Lease”), and the parties recognize that the Village has spent and will continue to spend in the future tens of thousands of dollars on maintenance, repair and improvement on these properties and that, while the properties are a community and historic resource for the Village, they are merely surplus property for the School Board and are not suitable for public education facilities.

3. In consideration of \$10.00 to be paid by the Village at closing, and the agreements contained herein, the School Board agrees to quit claim any interest in the Public property to the Village and to convey the School property to the Village by special warranty deed with attached resolution, made and executed pursuant to a duly held public meeting of its governing body, that (1) the land described in Exhibits A and B have been determined to be unnecessary for its public educational purposes; (2) the governing body has determined that disposal of said land is in the best interest of the public; and (3) authorizing conveyance of the land described in Exhibit A and B to the Village by the individual executing said Deed, pursuant to the applicable Florida Statutes; and (4) said deed to specifically release any automatic reservation and right of entry in accordance with Florida Statute Section 270.11.

4. The Village’s obligations hereunder are contingent on the School Board being able to convey fee simple title to the School property, free and clear of all liens and encumbrances.

5. In further consideration of the transfer contemplated and agreements herein, the Village agrees to indemnify and hold the School Board harmless from any and all claims, liabilities, costs or expenses arising out of or related to ownership, operation, or use of these properties and any improvements from the date of closing and thereafter. This provision is intended to provide the fullest indemnity possible but still be subject to the limitations of sovereign immunity and without agreeing to indemnify the School Board for its own negligence. This provision shall survive the closing.

6. In further consideration of their mutual agreements, the parties agree that, effective as of recording the contemplated deeds, the Lease will terminate.

7. The School Board will pay for the cost of preparing the resolution described in paragraph 2 of this Agreement and for preparing and publishing notice of the public meeting of its governing body. The Village will pay for the preparation and recording of the warranty deed

and quit claim deed, as well as any documentary stamps; for any survey; and for securing any title insurance, including search fee and premium. The parties will pay their own attorney's fees.

8. The Village also acknowledges that it has occupied the property under the Lease for 30 years and, at this point, it is more familiar with the condition of these properties than the School Board; so, the Village accepts the properties in as-is condition and waives any claim that it has or might have had related to the condition of the property or improvements.

9. The parties agree to close this transaction as soon as practical.

10. The parties agree to comply with the Florida Public Records Law and that any written communication created or received by them in connection with the transactions contemplated by this Agreement will be made available to the public and the media upon request unless a statutory exemption from such disclosure exists.

Agreed between the parties on the date(s) indicated below.

**THE SCHOOL BOARD OF ST.
LUCIE COUNTY, FLORIDA**

By: _____

Deborah A. Hawley, Chair

Date: _____, 2021

**TOWN OF ST. LUCIE VILLAGE,
FLORIDA**

By: _____

William G. Thiess, Mayor

Date: _____, 2021