

RETURN THIS ORIGINAL INSTRUMENT TO:

Brian T. Moore, Esq.
620 E. University Avenue
Gainesville, Florida 32601

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2019, by and between the **SCHOOL BOARD OF ALACHUA COUNTY**, whose address is 620 E. University Avenue, Gainesville, Florida 32601 (hereinafter referred to as "SBAC"), and **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS, a political subdivision of the state of Florida, whose mailing address is c/o Alachua County Public Works, 5620 NW 120 Lane, Gainesville, Florida, 32653 (hereinafter referred to as County").

WITNESSETH:

WHEREAS, the County is proposing to undertake certain roadway construction and (Americans with Disabilities Act) sidewalk improvements as part of a roadway resurfacing project (the "Project"); and

WHEREAS, the County will need to acquire additional right of way from the SBAC in order to accomplish said improvements; and

WHEREAS, the SBAC owns the property legally described on the attached Exhibit "A" and the County desires to acquire a portion of said property for the additional right of way described in Exhibit "B" (Property); and

WHEREAS, the SBAC is willing to deed the right of way to the County conditioned upon certain provisions contained in this Agreement (the property described in Exhibit "A" less the additional right of way, which is described in Exhibit "B", shall be referred to herein as the "SBAC Property"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. SBAC Obligations.

2.1 SBAC agrees to execute and deliver to the County a Warranty Deed in the form attached as Exhibit "C" to the County for the Property, together with any other documents reasonably requested by the County or its Counsel to effectuate the transfer.

2.2 The executed Warranty Deed shall be held in escrow by the County or its Counsel until the construction contract with the contractor of the County's choosing is executed at which time the deed shall be recorded in the public records of Alachua County, Florida.

3. County Obligations.

3.1 Consistent with County Laws and Policies, the County shall do the following which shall be completed on or before the Project is completed:

3.1.a. The County agrees to construct the Project on the Property within three (3) years of the Effective Date of this Agreement.

3.1.e. The County agrees to bear all costs to relocate school facilities such as signs and fences required to construct the Project.

3.1.f. The County agrees to bear all costs associated with transfer of the Property to County, including preparation of the deed, survey, title search, and recording fees.

3.1.g. County agrees that it will use its best efforts to minimize any disturbance of the SBAC Property during construction and further agrees to remedy any damage done to the SBAC Property during construction.

4. Applicable Law. Enforcement. Jurisdiction and Venue. This Agreement shall be subject to the following provisions:

4.1 This Agreement, and the rights and obligations of the County and SBAC hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

4.2 Venue for any Litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Alachua County, Florida.

5. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

6. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

7. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

8. Merger. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

9. Effective Date and Duration. This Agreement shall become effective after it has been executed by both parties (the "Effective Date"). This Agreement may be terminated only by mutual consent of the parties. The parties further acknowledge the instant Agreement may be

further extended by mutual agreement of the parties and in accordance with applicable state and local law.

10. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

11. Notices. Any notices or reports required by this Agreement shall be sent to the following:

For the County: Alachua County, Florida
 c/o Public Works Department
 5620 NW 120 Lane
 Gainesville, Florida 32653

SBAC: Robert P. Hyatt
 Chair, School Board of Alachua County
 620 E. University Avenue
 Gainesville, Florida 32601

With a copy to: Brian T. Moore, Esq.
 620 E. University Avenue
 Gainesville, Florida 32601

12. Representations of the Parties. The County and SBAC hereby represent and warrant to the other that each has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and each has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the County and SBAC, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

13. Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the County and SBAC and their respective successors and assigns.

14. Written Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the County Commission.

15. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

16. Recordation. This Agreement shall not be recorded in the Public Records of Alachua County, Florida.

17. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of the parties' right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the parties' potential liability under the state and federal law.

18. Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

19. Permits. The failure of this Agreement to address any particular, county, state, and/or federal permit, condition, term, or restriction shall not relieve SBAC or the County of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

20. Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

21. Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

22. Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

(SEAL)

By: _____
Charles S. Chestnut, IV, Chair

ATTEST:

J.K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

School Board of Alachua County

By: 
Robert P. Hyatt, Chair

Date: 8-20-19

ATTEST: 
Karen Clarke, Superintendent

APPROVED AS TO FORM

By: 
Brian T. Moore, Attorney for the
School Board of Alachua County

Exhibit "A"

LEGAL DESCRIPTION TAX PARCEL # 10021-000-000

SE1/4 OF SW 1/4 OF NE 1/4 & S 1/2 OF NE 1/4 OF SW 1/4 OF NE 1/4 LESS N 22 FT ST LESS W 10
FT FOR NW 4TH ST OR 113/48

Exhibit "B"

LEGAL DESCRIPTION- A PORTION OF TAX PARCEL #10021-000-000

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; SAID PARCEL OF LAND BEING A PORTION OF TAX PARCEL #10021-000-000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 89°15'07" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 1355.51 FEET; THENCE NORTH 01°06'42" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 2ND STREET (R/W VARIES) WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 16TH AVENUE (60' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°06'42" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 51°32'54" WEST, A DISTANCE OF 24.53 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°15'07" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.50 FEET TO THE POINT OF BEGINNING.

ALL BEING AND LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; CONTAINING 146 SQUARE FEET, MORE OR LESS.

This instrument prepared by:
Charlie R. Brecken, P.S.M.
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

Exhibit "C"

Portion of Tax Parcel
No: 10021-000-000
Road: NW 16 Av & NW 2 St
Alachua County, Florida

Warranty Deed

THIS INDENTURE, made this _____ day of _____, 2019, between **SCHOOL BOARD OF ALACHUA COUNTY**, whose mailing address is 620 E. University Avenue, Gainesville, Florida 32604, as "Grantor" and **ALACHUA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS, a political subdivision of the state of Florida, whose mailing address is c/o Alachua County Public Works, 5620 NW 120 Lane, Gainesville, Florida, 32653, as "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, the real property (the "Property") located in Alachua County, Florida, and more particularly described as follows:

A parcel of land being more particularly described in **Exhibit "A"**,
as attached hereto and by reference made a part herein.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances, except taxes accruing subsequent to the current tax year, and restrictions, covenants, and easements of record.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

SCHOOL BOARD OF ALACHUA COUNTY

Yvonne L. Whitley
Witness

By: Robert P. Hyatt 8-20-19
Robert P. Hyatt
Title: Chair

Teresa Whitley
Print Name

M. Zimmerman
Witness

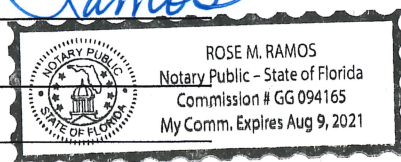
Terri Zimmerman
Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of August, 2019, by Robert P. Hyatt, Chair of the School Board of Alachua County, on behalf of the board, who is ☒ personally known to me or who has ☐ produced _____ as identification.

Rose M. Ramos
Notary Public

Print Name
My Commission Expires:
Commission No.:



(Notary Seal)

At a meeting on the _____ day of _____, 2019
the Board of County Commissioners authorized the
acceptance of this instrument of conveyance and authorized
the Chair to execute this acceptance.

APPROVED AS TO FORM

CHARLES S. CHESTNUT, IV, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

ALACHUA COUNTY ATTORNEY'S
OFFICE

Executed on this _____ day of _____, 2019,

ATTEST:

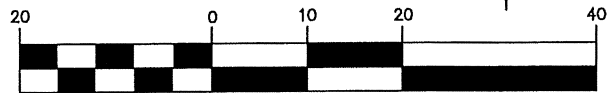
J.K. "JESS" IRBY, ESQ, CLERK

EXHIBIT "A"

LEGAL DESCRIPTION SKETCH IN A PORTION OF TAX PARCEL #10021-000-000 SITUATED IN SECTION 32, TOWNSHIP 9 SOUTH, RANGE 20 EAST ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

15' GAINESVILLE REGIONAL
UTILITIES WASTE WATER
EASEMENT (OR 113, PG 48)

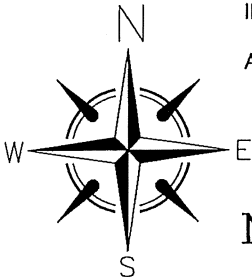
TAX PARCEL #10021-000-000

15'
S51°32'54"W
24.53'
N01°06'42"W
15.00'

NORTH R/W LINE

N89°15'07"E
19.50'

POINT OF BEGINNING
INTERSECTION OF THE NORTH
R/W LINE OF NW 16TH
AVENUE WITH THE WEST R/W
LINE OF NORTHWEST 2ND
STREET



NW 16TH AVENUE (60' R/W)

POINT OF COMMENCEMENT
EAST QUARTER CORNER OF
SECTION 32, TOWNSHIP 9
SOUTH, RANGE 20 EAST

BEARING BASIS - SOUTH LINE OF THE NE 1/4 OF SECTION 32

S89°15'07"W 1355.51'

LEGEND:

R/W = RIGHT-OF-WAY
OR = OFFICIAL RECORDS BOOK
PG = PAGE

SURVEYOR'S NOTES:

I HEREBY CERTIFY TO ALACHUA COUNTY AND THE ALACHUA COUNTY SCHOOL BOARD THAT THE SKETCH HEREON IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS SURVEYED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHARLIE R. BRECKEN
Professional Surveyor & Mapper Fla. License No. 6763

2/28/2019

ALACHUA COUNTY
PUBLIC WORKS
SURVEYING
PHONE 352-374-5245
5820 NW 120th LANE
GAINESVILLE, FLORIDA 32653

SURVEY DATE
N/A

FIELD BOOK
N/A

DRAFTER
C. BRECKEN

PROJ. NO.
19-017

REVISION DATE(S)

DRAWING SCALE
1" = 20'

COMPUTER FILE
TP19877-001-000.dwg

SHEET NO.
1 of 1

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