RESOLUTION NO. 13-05-29

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE AND SALE AGREEMENT WITH MONROE COUNTY FOR THE ACQUISITION OF PROPERTY LOCATED AT 103 KEY HEIGHTS DRIVE ("PROPERTY") FOR THE VILLAGE'S WASTEWATER SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER AND OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PURCHASE AND SALE AGREEMENT, AND TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION AND CLOSING OF THE PROPERTY; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 15, 2013, the Monroe County Board Of County Commissioners ("County") approved the Purchase and Sale Agreement with Islamorada, Village of Islands ("Village") for the sale of County-owned property located at 103 Key Heights Drive, Islamorada, Florida 33036 ("Property") to the Village, a copy of which Purchase and Sale Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the acquisition of the Property serves a public purpose and is needed in connection with the Village’s wastewater system; and

WHEREAS, the Village intends to use the Property as a wastewater collection and vacuum pump station and facility, and any and all other ancillary and proper municipal purposes; and

WHEREAS, the Village Council finds that the approval of the Purchase and Sale Agreement and acquisition of the Property serves a public purpose and is in the best interests of the Village.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
Section 2. Approval and Execution of Purchase and Sale Agreement.
The Purchase and Sale Agreement for acquisition of the Property between the Village and the County, a copy of which is attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved. The Village Manager is authorized to execute the Purchase and Sale Agreement, and any amendments or addendums thereto.

Section 3. Authorization of Village Officials; Execution of Documents.
The Village Manager and/or his designee and the Village Attorney are authorized to take any action necessary to implement the terms and conditions of the Purchase and Sale Agreement, and to prepare, execute and submit any documents necessary to effectuate the acquisition and closing of the Property.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Purchase and Sale Agreement and acquire and close on the Property.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.
Motion to adopt by Councilwoman Gillis; second by Councilman Forster.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Ken Philipson YES
Vice Mayor Ted Blackburn YES
Councilman Mike Forster YES
Councilwoman Deb Gillis YES
Councilman Dave Purdo YES

PASSED AND ADOPTED this 23rd day of May, 2013.

KEN PHILIPSON, MAYOR

ATTEST:

ARIANA S. LAWSON, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY:

VILLAGE ATTORNEY
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the 15th day of May, 2013, by and between MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “Seller”), and ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation (hereinafter referred to as “Purchaser”).

WHEREAS, Seller is the owner of certain improved real property consisting of approximately 27,442 square feet or 0.63 acres located at 103 Key Heights Drive, in Islamorada, Village of Islands (“Village”), Monroe County, Florida, and more specifically described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Purchaser desires to purchase for the purpose of constructing and operating a vacuum pump station on the Property (hereinafter defined) and related wastewater uses in connection with Purchaser’s centralized wastewater system, and Seller desires to sell the Property, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Business Day. Monday through Friday excluding bank holidays on which national banking associations are authorized to be closed.

1.2 Closing. The Closing and consummation of the purchase and sale of the Property as contemplated by this Agreement.

1.3 Closing Date (or Date of Closing). The date upon which Closing occurs.

1.4 Condemnation Proceeding. Any proceeding or threatened proceeding in condemnation, eminent domain or written request in lieu thereof.

1.5 Deed. The deed of conveyance of the Property from Seller to Purchaser.
other rights and benefits belonging to, running with or in any way relating thereto; together with all right, title and interest of Seller (if any) in and to any land lying in the bed of any street, road or highway, open or proposed, in front of, abutting or adjoining the Land.

1.14 Legal Requirement. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities and quasi-governmental authorities, officials, agencies, and officers, ordinary or extraordinary, including any and all environmental laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements relating to or addressing the protection of the environment or human health, which now may be applicable to the Property or any use, operation or condition thereof.

1.15 Monetary Lien. Any mortgage, deed of trust, security deed, lien, monetary judgment, security interest, past due tax or assessment or other similar encumbrance of a monetary nature against the Property or any portion of the Property.

1.16 Owner's Title Policy. An Owner's marketability policy of title insurance on the most current ALTA Form for the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, and containing such additional endorsements permitted under Florida title insurance regulations as reasonably requested by Purchaser.

1.17 Permits. All consents, notices of completion, environmental and utility permits and approvals authorizations, variances, waivers, licenses, permits, certificates and approvals from any Governmental Authority or quasi-governmental authority issued or granted with respect to the Property now or prior to Closing.

1.18 Permitted Exceptions. Those matters identified or referred to in Section 5.3 and such other title exceptions as may hereafter be approved in writing (or deemed to have been approved by Purchaser) subject to and in accordance with the terms and provisions of Section 5 herein.

1.19 Person. Any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.20 Property. The following shall constitute the Property:

1.20.1 The Land;

1.20.2 The Improvements; and
SECTION 5: TITLE/SURVEY

Title to the Property shall be good and marketable and insurable fee simple title in an amount of the Purchase Price at no more than the Title Company’s ordinary or promulgated rates for the Owner’s Title Policy. Seller shall deliver such affidavits and agreements as may be reasonably required by the Title Company in order to issue the Owner’s Title Policy in accordance with this Agreement.

5.1 Examination of Title. Purchaser has obtained, at Purchaser’s expense, an ALTA marketability title insurance commitment (the "Title Commitment") issued by the Title Company with an effective date of March 31, 2013 covering the Land pursuant to which the Title Company agrees to issue the Owner’s Title Policy to Purchaser. The cost of the Title Commitment and the Owner’s Title Policy shall be paid by Purchaser.

5.2 Survey. Purchaser has obtained, at Purchaser’s expense, a Survey of the Property from CPH dated December 12, 2012, under Project No. 44300-00. The cost of the survey shall be paid by Purchaser.

5.3 Permitted Exceptions. The sale of the Property shall be subject to the permitted title exceptions as set forth herein below:

5.3.1. The lien of all ad valorem real estate taxes for the year in which Closing occurs, to the extent applicable and should the property not be exempt from taxation, subject to proration as herein provided;

5.3.2. Any items shown on the Title Commitment, including the Plat of Key Heights, Section Two, as recorded in Plat Book 3, Page 159, of the Public Records of Monroe County, Florida; (ii) Easement in favor of Florida Keys Electric Cooperative Association, Inc., recorded January 31, 1980, in Official Records Book 805, Page 464, of the Public Records of Monroe County, Florida; and (iii) Easement in favor of Florida Keys Electric Cooperative Association, Inc., recorded October 1, 1981, in Official Records Book 840, Page 1365, of the Public Records of Monroe County, Florida

5.3.3 All laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations; and

5.3.4 All matters shown on the Survey of the Property provided that the foregoing exception shall not be deemed to limit the rights and obligations of the Purchaser and Seller as set forth in Sections 5.4 and 5.5 below.
necessary action on the part of Seller, including all required resolutions and authorizations from the Board of County Commissioners of Monroe County, Florida, and (ii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Seller or the Property is bound or to which Seller is a party.

6.3 **No Conflict with Laws.** The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or Governmental Authority.

6.4 **No Bankruptcy.** Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors rights to the extent that such laws may be applicable to Seller or the Property.

6.5 **No Litigation.** Seller is not a party to or affected by any litigation, administrative action, investigation or other governmental proceeding which would or could have an adverse effect upon the Property or upon the ability of Seller to fulfill its obligations under this Agreement. There are no lawsuits, administrative actions, governmental investigations or similar proceedings pending or threatened against or adversely affecting the Property or any portion thereof or any interest therein.

6.6 **Permits.** All Permits and approvals required for the lawful operation, use and development of the Property have been issued and paid for and are in full force and effect.

6.7 **Legal Requirements.** Except as set forth in the Environmental Reports, the Property is in compliance with the zoning, subdivision and all other Legal Requirements.

6.8 **Compliance.** Except as set forth in the Environmental Reports, the Property is not in violation of any Legal Requirements.

6.9 **No Violations.** There are no presently outstanding and uncured notices of any violations of any Legal Requirements.

6.10 **Utilities.** All public utilities (including, without limitation, sanitary sewer, storm sewer, electricity, gas, water and telephone) which have been installed in connection with the Property or any part thereof, if any, are installed and operating and have been accepted by such utility company or governmental authority. Except for the Phase I Wastewater Assessments due the Village on the Property, all installation and connection fees, "tie-in" charges, impact fees, tap-on, permit and other fees with respect to the utilities or facilities now serving the Property, including, but not limited, to water, electric, telephone and gas, have been fully paid, except for monthly utility service bills which will be paid prior to delinquency. Seller has not received any complaint or claim with respect to storm water flow
foregoing adjustment or reduction in the Purchase Price, Purchaser shall not be required or obligated to perform any removal, remediation or cleanup of Hazardous Substances or other substances on the Property, and shall not be required or obligated to use such sum for such purposes.

6.15 No Rights to Purchase. Except for this Agreement, Seller has not entered into, and has no actual knowledge of any agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property which is currently in effect.

6.16 No Latent Defects. To Seller’s actual knowledge, the Property has no hidden or latent defects.

6.17 Parties in Possession. Other than Seller, there are no parties in occupancy or possession of any portion of the Property as lessees, tenants at sufferance or trespassers. Seller agrees to clean up and remove all abandoned personal property, trailers, refuse, garbage, trash and debris from the Property to the satisfaction of the Purchaser prior to the Closing Date.

6.18 Entrances and Exits. All current curb cuts, entrances and exits to the Real Property are lawful and permitted.

6.19 Access. There is permanent vehicular and pedestrian egress from and egress to the Land over public roads that abut the Land.

6.20 No Commitments to Dedicate Property. No commitments or agreements have been or will be made to any Governmental Authority, utility company or any other organization, group or individual, relating to the Land which would impose an obligation upon Purchaser to make any contributions or dedications of money or land to construct, install or maintain any improvements of a public or private nature on or off the Land, or otherwise impose liability on Purchaser.

6.21 Adverse Conditions. Seller has no actual knowledge of any adverse fact relating to the physical condition of the Land which has not been specifically disclosed in writing to Purchaser, including, without limitation, adverse soil conditions.

6.22 Unrecorded Agreements Restricting Use of the Property. Seller has not, nor to Seller’s actual knowledge has any predecessor in title, executed or caused to be executed any document with or for the benefit of any Governmental Authority restricting the development, use or occupancy of the Property that is not recorded in public records of Monroe County or has not been specifically disclosed in writing to Purchaser.
8.5 **Seller's Cooperation.** If requested by Purchaser, Seller will prior to the Date of Closing promptly execute all petitions, applications, easements, site plans and other documents which Purchaser may reasonably request and otherwise reasonably cooperate with Purchaser in connection with Purchaser obtaining or granting any permit, site plan approval, easement, right-of-way dedication, rezoning, right-of-way deed, variance or other administrative authorization required for Purchaser's proposed development of the Property.

8.6 **Survival.** Any claim for breach of the covenants contained in this Agreement including, without limitation, in this Section 8 shall survive the Closing.

**SECTION 9: PURCHASER'S DUE DILIGENCE AND INSPECTION OF PROPERTY**

9.1 **Inspection of Property.** Purchaser or its appointed agents or independent contractors or consultants shall have, at all reasonable times prior to the Closing, the right of going upon the Property, at Purchaser's sole cost and expense, to inspect, examine, test and investigate the Property (including all improvements located thereon and the existing motel structure), for the purposes of conducting any further environmental assessments, tests and inspections as may be deemed necessary or appropriate by Purchaser. In exercising the privileges granted pursuant to this subsection 9.1, Purchaser shall substantially restore the Property to the condition existing prior to such activities on the Property. In consideration of Purchaser's right to inspect the Property as described in this subsection 9.1, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Purchaser agrees to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage to personal property or personal injury arising from or attributable to any acts performed by Purchaser or its appointed agents or independent contractors in exercising Purchaser's rights under this subsection 9.1 (including, without limitation, any rights or claims of materialmen or mechanics to liens on the Property, but excluding any matter to the extent arising out of the negligence or misconduct of Seller). This agreement to indemnify Seller shall survive the Closing and any termination of this Agreement.

9.2 **Conditions Precedent/Termination Right.** In addition to any other termination right or other remedy specified herein and notwithstanding any provision of this Agreement which may be interpreted to the contrary, if Purchaser is dissatisfied, for any reason and in Purchaser's exclusive judgment, with the results of Purchaser's investigation and study of the Property as set forth in Section 9.1 herein above, or the condition of the Property is not acceptable to Purchaser for any reason whatsoever, then Purchaser may terminate this Agreement by notifying Seller or Seller's Attorney of such termination on or before Date of Closing, whereupon thereafter neither party hereto shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

**SECTION 10: PURCHASER'S ADDITIONAL CLOSING CONTINGENCY**
11.2 Closing Costs.

11.2.1 Seller's Costs. Seller shall pay (i) any property transfer, conveyance, sales and other taxes due on the transfer of the Property, (ii) the fees and expenses of Seller's attorney, (iii) the documentary stamps and surtaxes due on the Deed, if any, and (iv) the cost of recording any corrective instruments.

11.2.2 Purchaser's Costs. Purchaser shall pay (i) any costs incurred by Purchaser in preparing and performing its due diligence investigations, (ii) the cost of the Title Commitment, (iii) the premium for the Owner's Title Policy, (iv) the cost of recording the Deed, (v) the cost of the Survey, and (vi) the fees and expenses of Purchaser's Attorney.

11.2.3 Other Costs. Any other costs not specifically provided for in subsection 11.2.1, subsection 11.2.2 or otherwise pursuant to the terms of this Agreement shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the place where the Property is located.

11.2.4 Survival. The provisions of this subsection 11.2 shall survive the Closing and the delivery of the Deed.

11.3 Purchaser's Conditions to Closing. Purchaser's obligation to purchase the Property or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Purchaser in its discretion):

11.3.1 The attainment of all Governmental Approvals necessary to purchase the Property.

11.3.2 Seller shall have fully performed each undertaking and covenant and agreement to be performed by Seller under this Agreement including, but not limited to, delivery of all items and documents required under Section 13 below;

11.3.3 Each representation and warranty made in this Agreement by Seller shall be complete, true and accurate;
12.1.2 **Special Assessments.** Certified, confirmed and ratified special assessments as of Date of Closing (and not as of the date of this Agreement), shall be paid by Seller, including the Phase I Wastewater Assessments due on the Property which shall be paid by Seller at Closing. Pending liens and assessments as of Date of Closing shall be assumed by Purchaser, including any Phase II Wastewater Assessment imposed or levied by the Village on the Property; provided, however, that where the improvement for which the special assessment was levied, had been substantially completed as of the date of this Agreement, such pending liens or assessments shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the estimated assessment for the improvement.

12.2 **Other Matters.** Seller and Purchaser shall make such other adjustments and apportionments as are expressly set forth in this Agreement and in Section 6.14. As set forth in Section 6.14 herein above, Seller shall credit Purchaser as a reduction or adjustment in the Purchase Price at Closing the sum of Twenty Thousand and No/100 Dollars ($20,000.00).

12.3 **Survival.** The provisions of this Section 12 shall survive the Closing and the delivery of the Deed. In the event final figures have not been reached on any of the adjustments, prorations or costs which are to be adjusted at or prior to Closing pursuant to this Section 12, the parties shall close using adjustments and prorations reasonably estimated by Seller and Purchaser, subject to later readjustment when such final figures have been obtained. The parties hereto agree that they shall seek to determine the amounts of all prorations and adjustments required hereunder on or before the Closing Date, if possible, and to the extent not then obtainable within one (1) year of Closing.

**SECTION 13: CONVEYANCES AND DELIVERIES AT CLOSING**

13.1 **Deed.** At Closing, Seller shall convey the Property to Purchaser by a duly executed and recordable deed in substantially the form attached hereto as Exhibit "B" (herein referred to as “Deed”), subject only to the Permitted Exceptions.

13.2 **Bill of Sale.** At Closing, Seller shall also convey any personal property located on the Property (as may be applicable and to the extent any personal property is located on the Property and has been agreed to be conveyed by the parties) to Purchaser by a duly executed Bill of Sale in substantially the form attached hereto as Exhibit "C".

13.3 **Affidavit of Title.** At Closing, Seller shall execute and deliver to Purchaser and to the Title Company a no-lien, possession and gap title affidavit in the form required by the Title Company, together with such resolutions, affidavits, documents and certificates as the Title Company may reasonably require to issue the Owner’s Title Policy in accordance with
Murray E. Nelson Government & Cultural Center
10250 Overseas Highway, Room 214
Key Largo, FL 33037
Telephone No.: (305) 292-4560 (Key West)
Telephone No.: (305) 453-8797 (Key Largo - direct)
Telecopy No. (305) 453-8798 (Key Largo)
Telecopy No. (305) 295-4321 (Key West)

with a copy to:

Susan Grimsley, Esq.
Monroe County Attorney
1111 12th Street, Suite 408
Key West, Florida 33040.
Telephone No.: (305) 292-3470
Telecopy No.: (305) 292-3516

IF TO PURCHASER:

Islamorada, Village of Islands
86800 Overseas Highway, Third Floor
Islamorada, Florida 33036
Attention: Village Manager
Telephone No.: (305) 664-6410
Telecopy No.: (305) 664-6464

with a copy to:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Attention: Lillian M. Arango, Esq.
Telephone No.: (305) 854-0800
Telecopy No.: (305) 854-2323

SECTION 15: CASUALTY AND CONDEMNATION

15.1 Casualty. Prior to the Closing Date, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty shall be borne and assumed by Seller, except as otherwise provided in this subsection 15. Until the Closing has occurred, Seller shall keep all insurance policies in effect with respect to the Property. If, prior to the Closing Date, any part of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately notify Purchaser of such fact. If such damage or destruction is material (as defined below), Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after receipt of Seller's
SECTION 16: BROKERS

Each party represents to the other that such party has not incurred any obligation to any broker, finder or real estate agent with respect to the purchase or sale of the Property. Each of Seller and Purchaser warrants and represents to the other that such party has not employed (expressly or impliedly) any broker, agent or other such Person as to which a commission or other such fee is or would become due or owing as a result of the purchase and sale contemplated hereby and has made no agreement (express or implied) to pay any broker’s commission or other such fees in connection with the purchase and sale contemplated by this Agreement. Each of Seller and Purchaser agrees to indemnify and defend the other against, and to hold the other harmless of and from all claims, demands and liabilities (including reasonable attorney’s fees and expenses incurred in defense thereof) for any commission or fees payable to, or claimed by, any broker, agent or other such Person arising out of the employment or engagement of such Person employed (expressly or impliedly) by Seller of Purchaser, as applicable, or with whom Seller or Purchaser, as applicable, has or is claimed to have, made an agreement (express or implied) to pay a commission or other such fee; provided, however, provided, however, that such indemnification obligations under this Section 16 are subject to the provisions and monetary limitations of Section 768.28, Florida Statutes. The representation, warranties, undertakings and indemnities of this Section 16 shall survive the Closing hereunder and any termination of this Agreement.

SECTION 17: DEFAULT/REMEDIES

17.1 Seller’s Default/Purchaser’s Remedies. Notwithstanding any other remedy provided for herein, if Seller defaults in the observance or performance of its covenants and obligations hereunder, Purchaser may, at its option, terminate this Agreement or seek specific performance of this Agreement.

17.2 Purchaser’s Default/Seller’s Remedies. If Purchaser defaults in the observance or performance of its covenants and obligations hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) terminate this Agreement or seek specific performance of this Agreement. Seller hereby waives, relinquishes and releases any and all other rights and remedies, including but not limited to: (1) any right to sue Purchaser for damages (2) any other right or remedy which Seller may otherwise have against Purchaser, either at law, or equity or otherwise.

SECTION 18: ESCROW AGENT

18.1 Performance of Duties. The parties acknowledge and agree that no Earnest Money or Deposit shall be required of Purchaser pursuant to this Agreement. Escrow Agent undertakes to perform only such duties as may be expressly set forth in this Agreement and in any amendment to this Agreement requiring Escrow Agent to perform any act or obligation. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement.
19.2 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida and venue shall be in Monroe County, Florida, Upper Division.

19.3 **Further Assurances.** Seller and Purchaser each agrees to execute and deliver to the other such further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement. This covenant shall survive the Closing.

19.4 **Interpretation.** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. If any party to this Agreement is made up of more than one Person, then all such Persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words of phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.

19.5 **Counterparts.** This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties to this Agreement. Facsimile copies shall be deemed originals.

19.6 **Non-waiver.** No waiver by Seller or Purchaser of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller or Purchaser of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

19.7 **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
19.16 **No Contract With Other Persons.** Seller agrees not to enter into a contract for the sale, lease, use or occupancy of the Property with any person or entity other than Purchaser for so long as this Agreement is in effect.

19.17 **Police/Regulatory Powers.** Purchaser cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Property, any improvements thereon, or any operations at the Property. Nothing in this Agreement shall be deemed to create an affirmative duty of Purchaser to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by Agreement.

19.18 **Negotiated Agreement.** The parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

19.19 **No Recordation.** Neither this Agreement nor any notice or memorandum of this Agreement shall be recorded in any public records.

19.20 **Merger.** Unless expressly set forth herein, the terms and provisions of this Agreement shall not survive the closing and such terms and provisions shall be deemed merged into the Deed and extinguished at Closing.

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**SIGNATURE PAGE TO FOLLOW**
SELLER:

MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Name: George Neugen
Title: Mayor / Chairman
Date Executed: May 15, 2013

Attest: Amy Heavilin, Clerk of Circuit Court

Clerk of Court

Approved as to Form

[Signature]
County Attorney
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2 and 24, Block 11, of KEY HEIGHTS, SECTION TWO, according to the Plat thereof, as recorded in Plat Book 3, Page 159, of the Public Records of Monroe County, Florida

Parcel ID: 00417340-000000
governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property, and all development rights belonging or appertaining to the Property, including all transient motel units located on the Property.

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

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first written above in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board.

GRANTOR:

MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: __________________________
Name: _________________________
Title: __________________________

Attest: Amy Heavilin, Clerk of Circuit Court
Monroe County, Florida

______________________________
Deputy Clerk

Approved as to Form and
Legal Sufficiency:

______________________________
County Attorney

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DEED

THIS DEED is made and executed this 15th day of May, 2013, by MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantor"), whose mailing address is 1100 Simonton Street, Key West, Florida 33040, and ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation (the "Grantee"), whose mailing address is 86800 Overseas Highway, Islamorada, Florida 33036.

Witnesseth:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Monroe County, Florida, and more particularly described as:

Lots 1, 2 and 24, Block 11, KEY HEIGHTS, SECTION TWO, according to the Plat thereof, as recorded in Plat Book 3, Page 159, of the Public Records of Monroe County, Florida.

Subject to:

1. All easements, conditions, covenants, restrictions and agreements of record, provided that this instrument shall not reimpose same.
2. Real estate taxes for the year 2013 and all subsequent years, to the extent applicable to the Property.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property, and all development rights belonging or appertaining to the Property, including all transient motel units located on the Property.

Pursuant to Rule 12B-4.013(5), Florida Administrative Code, this conveyance is not subject to the payment of documentary stamp taxes, as both Grantor and Grantee are exempt parties.
STATE OF FLORIDA

COUNTY OF MONROE

) SS.

The foregoing instrument was acknowledged before me this 7th day of June, 2013, by George R. Neugent, as Mayor/Chairman of the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, on behalf of MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of the County, who (check one) [ ] is personally known to me or [ ] has produced a Florida driver’s license as identification.

[SEAL]

Notary Public, State of Florida

Print, Type or Stamp Name of Notary Public
Commission No.
Commission Expires:
EXHIBIT “C”

FORM OF BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that MONROE COUNTY, FLORIDA ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) lawful money of the United States, to it paid by the ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation ("Purchaser"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Purchaser, its successors and assigns, the following goods and chattels:

All of the tangible personal property of Seller used in connection with and located in, on or at the real property located at 103 Key Heights Drive, Islamorada, Florida (the “Property”), including, but not limited to, the personal property listed on Exhibit “A” attached hereto (the “Personal Property”).

TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns forever.

AND Seller does, for itself and its heirs, executors and administrators, covenant to and with the Purchaser, its successors and assigns, that Seller is the lawful owner of the Personal Property; that they are free from all encumbrances; that Seller has good right to sell the same aforesaid.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the _____ day of _____, 2013.

SELLER:

MONROE COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: ________________________________
Name: ______________________________
Title: ______________________________

9/4/13 10