

**ST LUCIE COUNTY FIRE DISTRICT
APPROVAL OF PROPERTY EXCHANGE AND AUTHORIZED
REPRESENTATIVE RESOLUTION NO. 738-22**

**A RESOLUTION OF THE ST. LUCIE COUNTY FIRE DISTRICT
AUTHORIZING AN EXCHANGE OF PROPERTY LOCATED IN ST.
LUCIE COUNTY, FLORIDA BETWEEN THE ST. LUCIE COUNTY
FIRE DISTRICT AND ST. LUCIE COUNTY, FLORIDA;
AUTHORIZING THE BOARD CHAIR AND THE VICE CHAIR TO
FINALIZE AND EXECUTE ALL DEEDS, AGREEMENTS,
DOCUMENTS AND OTHER INSTRUMENTS FOR AND ON BEHALF
OF AND IN THE NAME OF THE ST LUCIE COUNTY FIRE DISTRICT
NECESSARY TO CONVEY, SALE, RELEASE, CLOSE ON AND
FINALIZE THE SALE OR EXCHANGE OF SUCH REAL ESTATE;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE**

WITNESSETH:

WHEREAS, Chapter 2004-407, Laws of Florida, the Fire District's codified Charter, created the Board of Commissioners of the St. Lucie County Fire District ("Fire District Board") as the governing body of the St. Lucie County Fire District; and

WHEREAS, Chapter 2004-407, Laws of Florida, the Fire District's codified Charter, states said board shall have all the powers of a body corporate, including the power to contract and to be contracted with under the name of St. Lucie County Fire District; to sue and to be sued; to adopt and use a common seal and to alter the same at its pleasure; to acquire, purchase, hold, lease, and convey such real estate and personal property, including equipment, as said board may deem proper or expedient to carry out the purposes of this act; and

WHEREAS, St. Lucie County Fire District Board's Bylaws, Policies and Procedures, Section XVI. EXECUTION OF FORMAL DOCUMENTS, states that all district resolutions and any instruments of sale, lease, release, or conveyance shall be executed in the name of the District by the Chairman or the Vice-Chairman of the Board, acting on behalf of the Fire Board, and attested to by the Clerk Treasurer; and

WHEREAS, St. Lucie County Fire District (“District”) is the owner of certain property (“District Property”) identified in PART A below; and,

WHEREAS, St. Lucie County is the owner of certain property (“County Property”) identified in PART B below; and,

WHEREAS, the District has agreed to convey the District Property identified in PART A by District Deed to the County free and clear of all liens; and,

WHEREAS, the County has agreed to convey the County Property identified in PART B to the District free and clear of all liens; and,

WHEREAS, the County and the District wish to exchange County Property and District Property as identified in PARTS A and B; and,

WHEREAS, the parties have determined that an exchange of the County Property identified in PART B for the District Property identified in PART A serves a valid public purpose by allowing the District to construct a Fire Station on the County Property and allow the County to take title to the District Property which would prove mutually beneficial; and,

WHEREAS, the Board of Fire Commissioners of the St. Lucie County Fire District deems the above described exchange of property to be for public purpose and in the best interest of the citizens of St. Lucie County; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of St. Lucie County Fire District, St. Lucie County, Florida;

Section 1: Exchange Authorized: The Board of Commissioners of the St. Lucie County Fire Board approves the Exchange Agreement.

PART A

Parcel ID 2402-133-0001-000-6

2 35 40 FROM X CHISELED 20.87 FT W OF E END OF S BRIDGE RUN N 64 DEG 50 MIN E ON C/L SEAWAY DR 3191 FT, TH N 25 DEG 14 MIN W 50 FT FOR POB, TH CONT N 25 DEG 14 MIN W 449.64 FT TO PT IN IND RIV, TH S 65 DEG 04.5 MIN W 200 FT, TH S 25 DEG 14 MIN E 450.46 FT TO N R/W SEAWAY DR, TH N 64 DEG 50 MIN E 200 FT TO POB (CONT 0.73 AC UPLAND AND 1.34 AC OF SUBMERGED LAND)

PART B

LOT 3 OF A REPLAT OF QUAD 1A OF TREASURE COAST RESEARCH AND EDUCATION PARK - CORE CAMPUS ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 27 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA LYING IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY FLORIDA.

The exchange is subject to:

1. The County and the District executing an Exchange Agreement. (Exhibit A)
2. The County obtaining a Title Insurance Commitment for the County parcel and the District parcel.
3. The District conveying PART A to the County by District Deed free and clear of all liens.
4. The County conveying PART B to the District by County Deed with the reverter referenced in the Exchange Agreement free and clear of all liens.

Section 2: Authority of Fire Board

The Chair and Vice Chair of the Board of Fire Commissioners for St. Lucie County Fire District are hereby authorized to execute any and all Deeds or other instruments necessary to effectuate the exchange authorized by this Resolution.

Section 3: Severability

In the event a Court of competent jurisdiction shall hold or determine that any part of this Resolution is invalid or unconstitutional, the remainder of the Resolution shall not be affected and it shall be presumed that the St. Lucie County Fire Board did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the St. Lucie County Fire Board would have enacted the remainder of this Resolution without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 4: Effective Date

This Resolution shall be effective upon adoption by the Board of Commissioners for St. Lucie County Fire District.

DONE AND ADOPTED in Regular Session this 14th day of December, 2022.

ATTEST:

ST. LUCIE COUNTY FIRE DISTRICT

Patricia Marston-Duva

Patricia Marston-Duva
Clerk/Treasurer

By: Linda Hudson

Linda Hudson, Chairperson

APPROVED AS TO FORM AND
CORRECTNESS:

Kim Sabal

District Attorney

**AGREEMENT BETWEEN THE ST. LUCIE COUNTY FIRE DISTRICT
AND ST. LUCIE COUNTY TO EXCHANGE CERTAIN PROPERTIES**

THIS EXCHANGE AGREEMENT (hereinafter "Agreement") dated this 14th day of December, 2022 is entered into by and between the **ST. LUCIE COUNTY FIRE DISTRICT**, an independent special district of the State of Florida, (hereinafter "District"), whose address is 5160 NW Milner Drive, Port St. Lucie, Florida 34983 and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982.

WITNESSETH:

WHEREAS, the **District** is the owner of a parcel of real property ("**District Property**") situate and being in St. Lucie County, Florida, more particularly described as follows:

Parcel ID 2402-133-0001-000-6

2 35 40 FROM X CHISELED 20.87 FT W OF E END OF S BRIDGE RUN N 64 DEG 50 MIN E ON C/L SEAWAY DR 3191 FT, TH N 25 DEG 14 MIN W 50 FT FOR POB, TH CONT N 25 DEG 14 MIN W 449.64 FT TO PT IN IND RIV, TH S 65 DEG 04.5 MIN W 200 FT, TH S 25 DEG 14 MIN E 450.46 FT TO N R/W SEAWAY DR, TH N 64 DEG 50 MIN E 200 FT TO POB (CONT 0.73 AC UPLAND AND 1.34 AC OF SUBMERGED LAND)

WHEREAS, the **County** is the owner of a parcel of real property ("**County Property**") situate and being in St. Lucie County, Florida, more particularly described as follows:

LOT 3 OF A REPLAT OF QUAD 1A OF TREASURE COAST RESEARCH AND EDUCATION PARK - CORE CAMPUS ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGE 27 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA LYING IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY FLORIDA.

WHEREAS, the **County** and the **District** wish to exchange the properties as set forth herein and as shown on the attached map (Exhibit A).

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the parties agree as follows:

1. **PROPERTY AND APPURTENANCES:** The **County** shall convey the **County Property** to the **District** together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the **County Property**. The **District** shall convey the **District Property** to the **County** together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the **District Property**.

2. **FEASIBILITY DETERMINATION:** The **District** and the **County** shall each have 90 days

from the date of this Agreement to determine the feasibility of the exchange (hereinafter "**Feasibility Determination**"). Upon the Effective Date of the Agreement, each Party shall provide copies to the other Party of available information regarding the Properties including site surveys, utility location drawings, soil borings, environmental reports, inspection reports, construction plans, repair proposals, pavement evaluations, and other similar documentation concerning the Properties in its possession, but shall not be obligated to obtain, create or draft such documents if such are not within the Parties' possession or control. During the **Feasibility Determination Period**, the **District** and the **County** may undertake at their respective expense, such physical inspections, tests and other investigations as may be deemed necessary in order to evaluate the feasibility of the exchange. For purposes of undertaking physical inspections, tests or investigations of the properties, the **County** grants to the **District** and the **District** grants to the **County**, their agents, and professionals engaged by such parties, the right to enter upon the **County Property** and the **District Property** and any part thereof during the **Feasibility Determination**. The presence on the properties of such personnel shall be only for the purpose of conducting such inspections, tests or investigations as are necessary to make the assessments which are within the scope of this **Agreement**, and no other personnel activity shall be permitted. Any alternations or changes to the properties that are a direct result of the inspecting, testing and investigations will be repaired and replaced if a closing does not occur. Each party indemnifies the other against any loss or damages to the other party's parcel(s) arising out of, or in connection with, any inspection, testing or investigation of the property. The indemnification shall not cover any loss or damage due to preexisting conditions, problems or deficiencies of the property that are discovered through the inspection, testing and investigation authorized herein. The decision as to whether it is feasible to accept the exchange shall be at the sole discretion of the **District** and the **County**. If the **District** or the **County** determines that it is not feasible to exchange the **County Property** or the **District Property**, then this **Agreement** will be terminated.

3. **TITLE EVIDENCE:** Within 60 days of the effective date, as hereinafter defined, the **County** shall cause a thirty (30) year title search and a commitment for title insurance to be issued for the **County Property** and the **District Property**. The **District** and the **County** shall each have until the expiration of the **Feasibility Determination Period** to examine the search and commitment delivered to them and to notify the other party in writing specifying any objections which would render title unmarketable in accordance with current Uniform Title Standards adopted by the Florida Bar (hereinafter "**Title Defect**"). The **County** and the **District** shall each have until the closing date to remove such **Title Defect**, but without obligation to bring suits therefore, or to expend any funds in the removal of such **Title Defect**, and if the **County** or the **District** is unsuccessful in removing same, the other party shall have only the options of (a) waiving such **Title Defect** and accepting title as it is, or (b) terminating the **Agreement**, or (c) entering into any resolution which may be mutually acceptable to the parties.

4. **RESTRICTIONS, EASEMENTS, AND LIMITATIONS:** The **District** and the **County** shall take title subject to: zoning, restrictions, prohibitions and other agreements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record, zoning classifications and such other provisions of governmental regulation as are applicable. But any other provision herein notwithstanding, it is nevertheless agreed by the respective parties as follows:

(a) **Reverter:** The **District** agrees to construct a Fire Station within three (3) years from the date of closing and commence operation of the Fire Station within five (5) years from the date of closing on the **County Property** to be exchanged. In the event the **District** fails to construct and operate a Fire Station within the time frames set out above, then, in that event, such property shall revert to the **County**. The **District** may request an extension of the time periods from the **County** for good cause shown.

Except as otherwise disclosed in this **Agreement**, the **County** and the **District**, with respect to the Property it is conveying, represents and warrants to the other as follows, which representations and warranties survive closing:

(a) That it has good, marketable title to, and is in possession of, the parcel(s) free and clear of all liens, security interest and encumbrances, excluding only those:

- (i) Which will be satisfied or released at closing; and
- (ii) To which the other party's title shall be subject as otherwise provided in this **Agreement**.

(b) That there is ingress and egress to the parcel(s).

(c) That there is no litigation or proceeding pending or threatened against or relating to the parcel(s).

(d) That it has full power and authority to enter into and perform this **Agreement** in accordance with its terms and the completion of this transaction will not violate any law, regulation or agreement affecting it or the parcel(s) it is conveying.

5. **POSSESSION:** Possession of the **County Property** and the **District Property** shall be delivered at the time of closing.

6. **AS IS:** Subject to the specific representations, warranties and disclosures contained in this **Agreement**, the **County Property** and the **District Property** are conveyed "As-Is", "Where-Is" and "With All Faults" as of the closing date. Each party has or will inspect the parcel(s) being acquired and is familiar, or will become familiar with, the physical condition thereof.

7. **CLOSING:**

(a) **Closing Date:** The closing of this **Agreement** and the transfer of title and possession of the Rights of Way, shall occur within 30 days after the expiration of the **Feasibility Determination** Period (hereinafter "**Closing Date**") unless otherwise extended by the terms herein. Closing shall be held within the County at a site agreeable to the parties or by mail.

(b) **Conveyance:** Conveyance of the **County Property** shall be by County Deed subject to the reverter set out above in accordance with Section 125.411, Florida Statutes from the **County**. Conveyance of the **District Property** shall be by **District Deed**.

(c) **Documents for Closing:** The closing agent designated by the **County** shall prepare the closing documents including, but not limited to, the Deeds, the Ownership and Lien Affidavits, the Certificates of Non-Foreign Status, and the Closing Statement.

(d) **Allocation of Expenses:** The **County** shall pay the cost of recording the **County** Deed. The **District** shall pay the cost of recording the **District** Deed. Each party shall pay its respective attorney's fees.

8. **DEFAULTS:**

(a) **Notice of Default:** No default as to any provision of this **Agreement** shall be claimed or charged by either party hereto against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) business days after the defaulting party's receipt of such notice.

(b) **Remedy for Default:** If either party defaults on its obligations under this **Agreement**, without fault on the part of the other party, the non-defaulting party may terminate this **Agreement**, or alternatively, may seek specific performance against the defaulting party. Both parties agree that any action for specific performance shall be commenced within ninety (90) days of the occurrence of default or be forever barred. Under no circumstances shall either party have any claim or right of claim against the other party for monetary damages, including attorney's fees.

9. **MISCELLANEOUS:**

(a) **Binding Effect; Successors and Assigns:** This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, if any.

(b) **Assignment:** This **Agreement** may not be assigned except upon the prior written consent of the other party.

(c) **Captions:** The caption for each paragraph or subparagraph of this **Agreement** is for convenience and reference only and in no way defines, describes, extends or limits the scope or intent of this **Agreement**, or the intent of any provision hereof.

(d) **Severability:** If any provision of this **Agreement**, the deletion of which would not materially adversely affect the material benefits receivable by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this **Agreement**.

(e) **Execution of Documents:** Each party hereto covenants and agrees that such party will at any time and from to time do such acts and execute, acknowledge and deliver

such documents, including corrective instruments, reasonably requested by one part of the other party, or their counsel, necessary to carry out fully and effectuate the exchange contemplated and to convey good, marketable and insurable title to the property and all parts thereof.

(f) **Duplicate Execution:** The parties shall execute two (2) copies of this **Agreement**, so that each may retain an original copy thereof in its official records.

(g) **Conflict Resolution:** In the event it shall be necessary for either party to this **Agreement** to bring suit to enforce any provision hereof (before or after closing), the parties shall first avail themselves of such pre-suit remedies as are provided by law and as are applicable, including but not limited to the Florida Governmental Conflict Resolution Act.

(h) **Entire Agreement; Amendments:** This **Agreement** contains the entire and sole understanding between the parties hereto relative to the exchange of parcels and it may only be amended or modified by an agreement in writing executed by all parties with the same formalities as this **Agreement**.

(i) **Notices:** All notices and correspondence shall be (i) hand delivered (with signed acknowledgement of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgement of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the address set forth below or at such other addresses as the parties hereto shall designate to each other in writing:

(ii)

(i) if to County, to: St. Lucie County
County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

with copies to: St. Lucie County
County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

(ii) If to District, to: Fire Chief
St. Lucie County Fire District
5160 NW Milner Drive
Port St. Lucie, Florida 34983

with copies to: Fire District Attorney
St. Lucie County Fire District
5160 NW Milner Drive
Port St. Lucie, Florida 34983

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand-delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address where the same is to be given, delivered or made.

(j) **Interpretation:** This **Agreement** has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This **Agreement** shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective counsel.

(k) **Non-Waiver:** No covenant, term, or condition (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

(l) **Effective Date:** This **Agreement** shall be effective as to the **County** upon approval of a resolution by the Board of County Commissioners after a public hearing as required by Section 125.37, Florida Statutes. This **Agreement** shall be effective as to the **District** upon approval of the District Board.

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be executed on the dates accompanied by their respective executions.

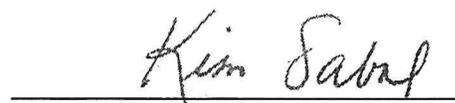
ATTEST:


District Clerk

ST. LUCIE COUNTY FIRE DISTRICT,
an independent special district


Chair
Date: December 14, 2022

APPROVED AS TO FORM AND CORRECTNESS


District Attorney

ATTEST:



Deputy Clerk

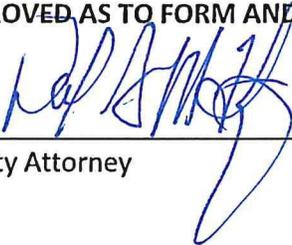


ST. LUCIE COUNTY,
a Political Subdivision of the State of Florida



Vice Chair
Date: November 15, 2022

APPROVED AS TO FORM AND CORRECTNESS



County Attorney

