

## AGREEMENT FOR SURPLUS PROPERTY

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and among City of Belle Isle, Florida, a Florida municipal corporation, with its principal office located at 1600 Nela Avenue, Belle Isle, Florida, 32809 (“City”) and Elizabeth V. Frazier, whose address is 5817 Randolph Avenue, Orlando, Florida 32809 (“Buyer”)

### 1. Description of Surplus Property

City is the owner of the certain real property having the address of 5903 Randolph Avenue (Tax Parcel: 24-23-29-3400-00-73) upon which is a structure and garage commonly referred to as the “Lancaster House” which is located in the northwest corner Lot 8 of the property and shown as Exhibit A. City has determined that said Lancaster House is surplus property without commercial value pursuant to the Belle Isle Code of Ordinances Chapter 2, Division 2, Sections 2.221 and 2.222. The Buyer has in interest in acquiring the Lancaster House for its historic value and for use as a personal residence.

### 2. Term and Method and Transfer of Surplus Property

- a. Buyer shall, at its sole cost and expense, remove and transport Lancaster House away from the real property owned by City. City will contribute \$20,000 toward moving the Lancaster House. These funds will be reimbursed to the Buyer after the Lancaster House has been successfully moved to, and situated on, the Buyer’s property and the moving contract has been fulfilled. If the Lancaster House does not survive the move, either partially or totally, from the City property to the Buyer’s property, the City will not be liable to reimburse the Buyer.
- b. Buyer shall have access to Lancaster House during non-school hours for the purpose of securing the structure for removal. If it is not possible to secure the structure during non-school hours, then the Buyer shall request to be accompanied by a person that is approved by Cornerstone Charter Academy.
- c. Buyer shall remove Lancaster House prior to March 1, 2022.
- d. City will contact any affected utility company prior to the move to arrange for any protection or alteration of their facilities.
- e. Buyer shall repair and replace any City property damaged as a result of the removal and transport of Lancaster House and shall leave the real property in clean condition.
- f. Moving Contractor shall be responsible for the following items prior to approval to relocate each structure:

- 1). Post a Performance bond in an amount required by the City of Belle Isle.

- 2). Provide proof of insurance and register company with the City of Belle Isle.
- 3). Provide M.O.T. plan and route for moving the structure.
- 4). Contractor to provide evidence that all utility cuts offs have been completed within 3 business days prior to the move.
- 5). Contractor will secure all necessary permits from the City of Belle Isle and Orange County prior to the move.
- 6). Contractor shall be responsible for personal or police support, while in the City of Belle Isle.
- 7). Contractor to alert all residents on Waltham Avenue about the moving date, road closure, and detours. (Front door knob hangers are acceptable).
- 8). Contractor is responsible to ensure that any overhead obstructions are clear.
- 9). If applicable, Contractor is responsible for the abandonment of the septic system per OCHD regulations.

g. No trees will be removed, cut or trimmed without written consent of the City of Belle Isle.

h. City will remove security fencing the day prior to the scheduled moving date and will restore the fencing when the house is moved and is responsible for the restoration of the site.

### 3. Disclaimer of Warranties

City is selling said Lancaster House in its AS IS and present condition and makes no representations or warranty as to the condition of the Lancaster House and waives any implied representations or warranty of fitness for a particular purpose or merchantability. Buyer accepts the Lancaster House in its AS IS and present condition and agrees that City has made no representation or warranty as neither to the condition of the Lancaster House nor any implied representation or warranty of fitness for a particular purpose or merchantability.

### 4. Indemnity

Buyer agrees to defend, indemnify and hold harmless City, its officers, agents and employees, from and against all claims, losses, costs, expenses, and damages arising from or related to property damage, economic injury, or bodily injury (including death) of any kind or nature arising out of Buyer's or Buyer's employees, officers, agents, and representatives removal from City's site, use or misuse, and transportation of the Lancaster House. The Buyer shall provide City proof acceptable to City of completed payments to any and all contractors used by Buyer for the removal and transport of Lancaster House and all related repairs, if any, to the City's real property. Buyer shall indemnify City for any sales taxes arising from this Agreement.

5. Compliance with Laws

Buyer represents and warrants that it is familiar with, and at all times shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, and applicable safety orders, and all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over the removal and transport of Lancaster House.

6. Survival

The obligations imposed on Buyer by Sections 3, 4 and 5 of this Agreement shall survive cancellation or termination of this Agreement.

7. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

WITNESS our signatures as of the day and date first above stated.

CITY OF BELLE ISLE, FLORIDA

BUYER

By: \_\_\_\_\_  
Nicholas Fouraker, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name

# Exhibit A Lancaster House



