

January 20, 2026

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Property Exchange with the School Board of Leon County

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**Item Description**

This agenda item requests approval to surplus a parcel of property owned by the College and requests approval of a property exchange with the School Board of Leon County, Florida.

**Overview and Background**

The College owns a .27 acre parcel of property that is contiguous to the Lively Technical College, owned by the School Board of Leon County, Florida. This property includes a concrete slab and asphalt pathway used by Lively. The College no longer uses this small parcel.

The School Board owns a .22 acre parcel of property that immediately surrounds Building #8, the Tallahassee Collegiate Academy. Acquiring this section will allow improved access and safety.

The School Board of Leon County, Florida approved a resolution to surplus the property under their ownership and approved the Exchange Agreement on December 9, 2025. This executed agreement is provided for approval by the District Board of Trustees of Tallahassee State College.

**Funding/ Financial Implications**

This is an equal exchange of property of mutual benefit to both the College and the School District and incurs no cost.

**Recommended Action**

Board approval of the property surplus and Exchange Agreement.

## EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("AGREEMENT") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE STATE COLLEGE ("TSC"), whose address is 444 Appleyard Drive, Tallahassee, Florida 32304-2895 and the LEON COUNTY SCHOOL BOARD ("LCSB"), whose address is 2757 West Pensacola Street, Tallahassee, Florida 32304. In consideration of the mutual promises set out below, the parties agree as follows:

1. **PROPERTY TO BE EXCHANGED**. TSC agrees to convey to LCSB the real property owned by TSC located in Tallahassee, Florida, as legally described in **Exhibit A** attached hereto and incorporated herein by reference ("Parcel One"), and LCSB agrees to convey to TSC the real property owned by LCSB located in Tallahassee, Florida, as legally described in **Exhibit B** attached hereto and incorporated herein by reference ("Parcel Two") (collectively, the "Parcels" and each individually, a "Parcel"). Each Parcel includes all improvements, easements, appurtenances, and hereditaments pertaining to such Parcel
2. **VALUATION**. The parties intend an even exchange of Parcel One and Parcel Two, without cash equalization payment. The parties agree that the value of each Parcel for purposes of this Agreement is \$5,000.00.
3. **ENVIRONMENTAL SITE ASSESSMENT (ESA)**. Each party may, at its option, obtain a Phase I ESA on the Parcel it will acquire (collectively, the "Environmental Reports" and each an "Environmental Report"). TSC shall bear the cost of the Environmental Report for Parcel Two; LCSB shall bear the cost of the Environmental Report for Parcel One. If either party requests that the other procure the Environmental Report on its behalf, the requesting party shall reimburse the procuring party within thirty (30) Calendar Days of invoice. No party is obligated to remediate any condition; however, if an Environmental Report identifies an environmental condition unacceptable to a party, either party may terminate this Agreement with no further liability, except those obligations expressly stated to survive.
4. **SURVEY; BOUNDARY ADJUSTMENT**. LCSB, at its sole cost and expense, shall obtain boundary surveys of the Parcels, which shall also include the proposed metes and bounds descriptions of the Parcels (collectively, the "Surveys" and each a "Survey"). LCSB shall also engage a surveyor and/or consultant and cause the preparation and recording of any and all documentation, including without limitation any applications, affidavits, sketches, legal descriptions, surveys, filings, forms, boundary settlement documentation, technical amendments or other related documentation, necessary to comply with the platting or replatting requirements of the Leon County Subdivision and Site and Development Plan Regulations, as set forth in the Leon County Code of Laws, in connection with the exchange of Parcel One and Parcel Two (the "Boundary Settlement Documentation").
5. **TITLE EVIDENCE; TITLE INSURANCE**.

5.1 Commitments. Within fifteen (15) Business Days after the Effective Date, LCSB shall order a current owner's title insurance commitment (the "Commitment") for each Parcel, issued

by a nationally recognized title insurer, and obtain copies of all exception documents and a title insurer's pro forma policy for each Parcel.

5.2 Policies. At Closing, each conveying party shall cause the recipient to receive an ALTA 2006 (or successor) owner's title insurance policy for the applicable Parcel in the amount of the value under Section 2, insuring fee simple title subject only to Permitted Exceptions (as defined below), with available Florida endorsements reasonably requested by the recipient. Each recipient shall pay the premium for its policy.

5.3 Title Review; Objections. Each recipient shall have fifteen (15) Business Days after receipt of both the applicable Commitment and Survey to deliver written title objections. Matters not timely objected to shall be "Permitted Exceptions."

6. TITLE DEFECTS; CURE; REMEDIES.

6.1 Cure Period. The conveying party shall have thirty (30) Calendar Days after receipt of timely written objections to cure, in which the conveying party may, at its sole cost, attempt to cure any defects rendering title unmarketable (excluding monetary liens created by the recipient).

6.2 Failure to Cure. If not cured within the cure period, the recipient may: (a) accept title as-is and proceed to Closing; or (b) terminate this Agreement as to both parcels, with no further liability except as expressly stated to survive.

6.3 Special Taxes and Liens. The conveying party shall remove at or prior to Closing all mortgages, financing statements, judgment liens, tax liens (other than current non-delinquent taxes and assessments), and other monetary encumbrances created by such conveying party.

6.4 Symmetry. The foregoing applies equally to Parcel One and Parcel Two.

7. "AS IS" CONDITION; DISCLAIMERS.

7.1 "As Is." Each Parcel is conveyed "AS IS, WHERE IS, WITH ALL FAULTS," and each recipient acknowledges it has had or will have the opportunity to conduct such inspections, investigations, Surveys, title review, and Environmental Reports as it deems appropriate.

7.2 No Reliance; No Warranties. Each party disclaims, and the other party acknowledges it has not relied upon, any representation or warranty, express or implied, of any kind or nature whatsoever, including without limitation as to physical condition, environmental condition, fitness for a particular purpose, merchantability, compliance with laws, or acreage, except as expressly set forth herein.

7.3 Survival. The disclaimers in this Section 7 shall survive Closing and are a material part of the consideration.

8. FORM OF CONVEYANCE; RESERVED INTERESTS.

8.1 Deeds. Title to each Parcel shall be conveyed by Special Warranty Deed in recordable form, subject to easements, reservations, restrictions and other interests of record and other Permitted Exceptions, with legal description as set forth in Exhibits A and B, respectively.

8.2 Further Curative Instruments. The conveying party shall execute customary affidavits and gap indemnities reasonably required by the title insurer to issue the owner's policy contemplated by Section 5.

9. PREPARATION OF CLOSING DOCUMENTS. The parties shall cooperate to prepare all customary closing documents, including deeds, transfer declarations, title affidavits, gap indemnities, FIRPTA certifications (if applicable), and closing statements. LCSB's counsel shall prepare initial drafts; each party shall bear its own attorney's fees and costs for review and revisions.

10. TRANSFER TAXES AND RECORDING. The parties believe this exchange qualifies for exemption from Florida documentary stamp tax; each party shall reasonably cooperate to establish such exemption. Recording fees for each deed shall be paid by the recipient of that deed. Each party shall pay to record instruments required to cure title to the parcel it conveys.

11. CLOSING DATE; LOCATION. Closing shall occur on or before March 31, 2026 (the "Closing Date"), at 10:00 a.m. Eastern Time, by through the agent of the title company issuing the title policies, or such other time and place as the parties may agree in writing.

12. CLOSING COSTS.

12.1 Paid by Each Parcel Recipient: (a) its owner's title insurance premium, search fees and endorsements; (b) its share of Survey costs per Section 4 (which provides Survey costs are payable by LCSB only); (c) its recording fees for its deed; (d) costs of its own Environmental Report per Section 3; and (e) its attorneys' fees.

12.2 Paid by Each Conveying Party: (a) satisfaction and release of monetary liens it created; (b) transfer documents customarily executed by sellers; and (c) curative recording costs for defects on its parcel.

12.3 Shared 50%/50%: (a) Boundary Settlement Documentation costs; and (b) escrow/settlement fees of the agent for the title company

12. RISK OF LOSS. Risk of loss or damage to each parcel remains with the conveying party until Closing. If prior to Closing a casualty or condemnation materially impairs value or use of a parcel, the recipient may elect to: (a) proceed to Closing with assignment of any insurance proceeds or condemnation awards (plus a credit for any deductible not funded by the conveying party); or (b) terminate this Agreement, with no further liability except as expressly stated to survive.

13. **PRE-CLOSING ENTRY; ASSUMPTION OF RISK; RELEASE; INDEMNITY.** From the Effective Date until Closing, each party and its officers, employees, consultants, contractors, agents, and invitees (collectively, "Entry Parties") may enter upon the other party's Parcel for the limited purposes contemplated by this Agreement, including inspections, surveys, Environmental Reports, and due diligence, upon at least two (2) Business Days' prior notice and in a manner that does not unreasonably interfere with operations. Each party is responsible for securing and supervising its Entry Parties and for restoring, at its sole cost, any damage it or its Entry Parties cause to the other party's Parcel. To the fullest extent permitted by Florida law, each party hereby releases the other party and its respective governing board members, officers, and employees from any and all claims, liabilities, losses, damages, costs, and expenses for personal injury (including death) or property damage suffered by the releasing party or its Entry Parties arising out of, relating to, or occurring in connection with the releasing party's or its Entry Parties' entry upon or activities on the other party's Parcel prior to Closing, except to the extent caused by the other party's gross negligence or willful misconduct. To the fullest extent permitted by Florida law, each party (as "Indemnitor") shall indemnify, defend, and hold harmless the other party and its governing board members, officers, and employees (collectively, "Indemnitees") from and against any and all third-party claims, demands, losses, damages, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the Indemnitor's or its Entry Parties' entry upon or activities on the other party's Parcel prior to Closing, including claims for personal injury (including death) or property damage, except to the extent caused by the Indemnitees' gross negligence or willful misconduct. The defense obligation is limited to the extent permitted by Section 768.28, Florida Statutes, and applicable law. Nothing herein shall be construed as the Indemnitor's agreement to indemnify for the Indemnitees' negligence beyond what is permitted by law. Nothing in this Section expands, limits, or waives either party's sovereign immunity or shall be deemed a waiver of either party's sovereign immunity, the monetary limitations set forth in Section 768.28, Florida Statutes, or any other limitations on liability, defenses, immunities, or exclusions provided by Florida law. This Section shall be construed and performed consistent with Section 768.28, Florida Statutes.

14. **DEFAULT.** If TSC defaults under this Agreement, LCSB may waive the default and proceed to closing, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations hereunder, with no further liability except as expressly stated to survive. If LCSB defaults under this Agreement, TSC may waive the default and proceed to closing, or refuse to close and cancel this Agreement with both parties being relieved of all further obligations hereunder, with no further liability except as expressly stated to survive. The remedies set out in this Section are the sole and exclusive remedies for either party's default under this Agreement.

15. **BROKERS.** Both parties warrant that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or the subsequent closing.

16. **RECORDING.** This Agreement, or notice of it, shall not be recorded by either party.

17. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other party.

18. TIME IS OF THE ESSENCE. Time is of essence with regard to all dates and deadlines set forth in this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

21. SUCCESSORS AND ASSIGNS. This Agreement binds and benefits the parties and their successors and permitted assigns. Use of the singular includes the plural and all genders as the context requires.

21. ENTIRE AGREEMENT; AMENDMENT. This is the entire agreement concerning the subject matter and supersedes all prior and contemporaneous understandings. Amendments must be in a signed writing by both parties.

22. WAIVER. No waiver is effective unless in writing and signed; no waiver of any breach is a waiver of any other breach.

23. EFFECTIVENESS. This Agreement is not binding until executed by both parties.

24. ADDENDA. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

25. NOTICE. All notices must be in writing and delivered personally, by overnight courier, or by email with confirmation of receipt to the addresses on the first page, as updated by notice.

26. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of the parties set forth in this Agreement shall not survive the closing.

27. 286.23, FLORIDA STATUTES. LCSB's obligations to close are expressly conditioned upon the TSC having delivered to LCSB any written disclosure required by §286.23, Florida Statutes, if any.

28. COUNTERPARTS; ELECTRONIC SIGNATURES; DAYS DEFINED. This Agreement may be executed in counterparts, including by electronic signatures and PDF delivery, each of which is deemed an original and all of which together constitute one instrument. If a performance or delivery date falls on a day other than a Business Day, performance is due on the next Business Day. "Calendar Day" means any day; "Business Day" means Monday through Friday excluding the Holidays listed herein. "Holiday" shall mean New Year's Day, Martin Luther King Jr. Day, Florida Emancipation Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas Day, with observance rules as stated in the original draft.

30. PUBLIC RECORDS; SOVEREIGN IMMUNITY. The parties acknowledge they are public agencies subject to Florida's public records laws. Each party shall comply with Chapter

119, Florida Statutes, as applicable. Nothing herein is intended as, nor shall be deemed, a waiver of sovereign immunity or of the limitations on liability set forth in Section 768.28, Florida Statutes.

31. THIRD-PARTY BENEFICIARIES; FURTHER ASSURANCES. There are no third-party beneficiaries to this Agreement. Each party shall execute and deliver such further instruments and take such further actions as may be reasonably necessary to carry out the intent of this Agreement, both before and after Closing.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[SIGNATURES INTENTIONALLY PLACED ON THE FOLLOWING PAGES]

THE DISTRICT BOARD OF TRUSTEES OF  
TALLAHASSEE STATE COLLEGE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE LEON COUNTY SCHOOL BOARD

By:

Name:

Title:

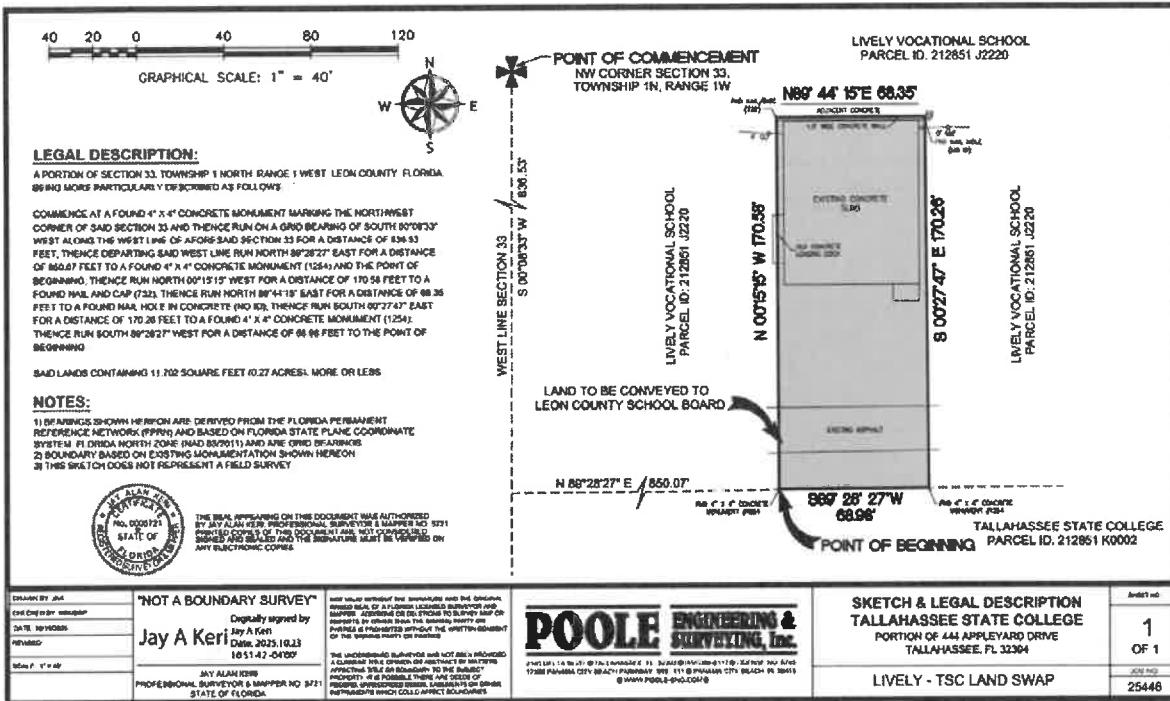
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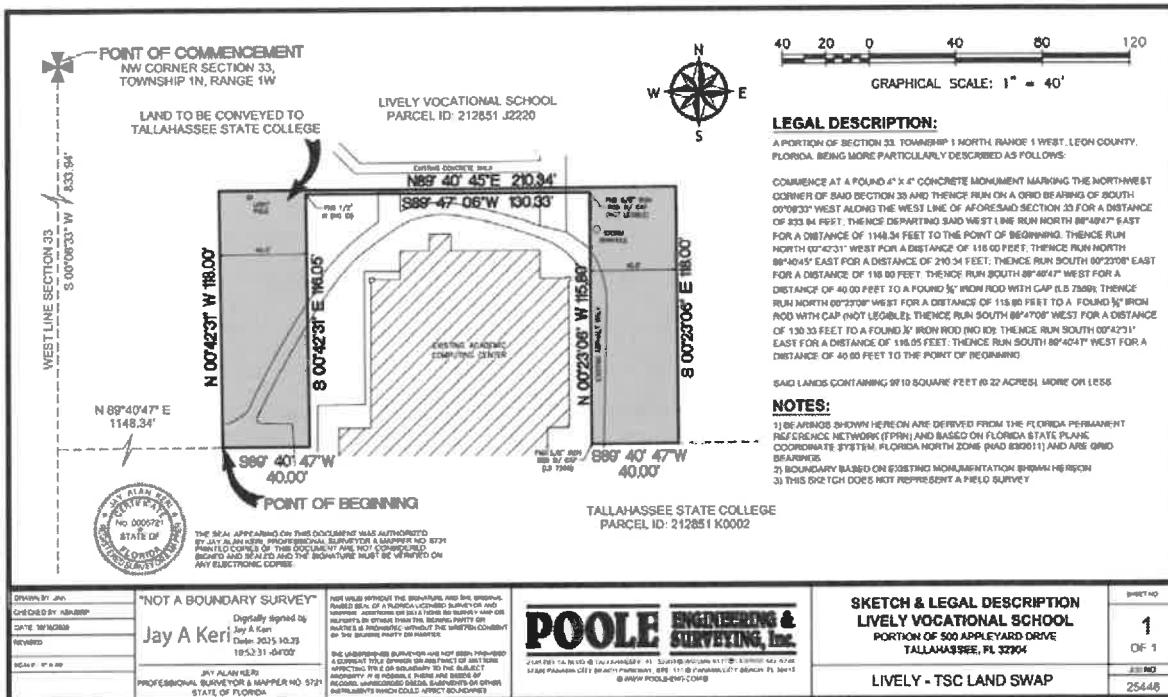
LCSB Chair

12/09/28

## EXHIBIT "A"



**EXHIBIT "B"**



**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE STATE COLLEGE, APPROVING THE EXCHANGE OF REAL PROPERTY WITH THE SCHOOL BOARD OF LEON COUNTY, FLORIDA**

**WHEREAS**, The District Board of Trustees of Tallahassee State College (“TSC”) have negotiated the terms and conditions of a proposed exchange of real property with the School Board of Leon County, Florida (the “Board”) pursuant to an Exchange Agreement, a copy of which is attached hereto as Exhibit “1” (the “Exchange Agreement”); and

**WHEREAS**, under the Exchange Agreement, TSC agrees to convey to the Board the real property located in Tallahassee, Florida, as legally described in Exhibit A to the Exchange Agreement (“Parcel One”), and the Board agrees to convey to TSC the real property located in Tallahassee, Florida, as legally described in Exhibit B to the Exchange Agreement (“Parcel Two”) (Parcel One and Parcel Two each sometimes being referred to as a “Parcel” and collectively the “Parcels” hereinafter); and

**WHEREAS**, the parties intend an even exchange of Parcel One and Parcel Two, and for purposes of the Exchange Agreement the value of each Parcel is \$5,000.00; and

**WHEREAS**, the District Board of Trustees of Tallahassee State College believes it is in the best interests of the public to approve the Exchange Agreement and authorize the conveyance and acquisition of the respective Parcels and the closing of the transactions contemplated thereby for educational purposes;

**WHEREAS**, the District Board of Trustees of Tallahassee State College intends to authorize the Chair of the Board to execute the Exchange Agreement on behalf of the Board and to execute any and all documentation necessary to close the transaction evidenced by the Exchange Agreement on behalf of the College (the “Transaction”);

**NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE STATE COLLEGE:**

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** Pursuant to Section 1013.28(1)(a), Florida Statutes, the Board hereby determines that Parcel One is unnecessary for educational purposes as recommended in an educational plant survey and that it is in the best interests of the public for the School Board of Leon County, Florida, to enter into the Exchange Agreement and consummate the Transaction.

**SECTION 3.** The District Board of Trustees of Tallahassee State College hereby approves the Exchange Agreement and the transactions contemplated thereby (the “Transaction”), including the acquisition of Parcel Two and the conveyance of Parcel One, on the terms set forth in the Exchange Agreement.

**SECTION 4.** The Chair of the District Board of Trustees of Tallahassee State College, is hereby authorized and directed to execute and deliver the Exchange Agreement on behalf of the District Board of Trustees of Tallahassee State College, and, if the Exchange Agreement is not terminated pursuant to its terms, to execute and deliver all documents, certificates, affidavits, special warranty deeds, FIRPTA certifications (if applicable), closing statements, curative instruments, boundary settlement documentation, and any amendments to adjust the closing date or otherwise effectuate the Transaction that the Chair deems necessary or advisable to carry out the Exchange Agreement and close the Transaction.

**SECTION 5.** Upon the District Board of Trustees of Tallahassee State College entering into the Exchange Agreement, the President and staff are authorized to take all actions necessary to implement the Exchange Agreement, including ordering title commitments, coordinating surveys, preparing or coordinating boundary settlement documentation to comply with Leon County requirements, and arranging for the issuance of the owner's title policies contemplated by the Exchange Agreement, and, if recommended by staff based on due diligence or otherwise deemed appropriate by the President, to terminate the Exchange Agreement on behalf of the Board pursuant to and in accordance with the termination rights set forth in the Exchange Agreement.

**SECTION 7.** These Resolutions shall become effective immediately upon their adoption.

**ADOPTED** at a Regular Meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**THE DISTRICT BOARD OF TRUSTEES  
OF TALLAHASSEE STATE COLLEGE**

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Chair

ATTEST:

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President/Secretary

**EXHIBIT “1”**  
**EXCHANGE AGREEMENT**

[ATTACH EXCHANGE AGREEMENT]