

RESOLUTION NO. 2012- 249

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CERTAIN PURCHASE AGREEMENT FOR PROPERTY ALONG COUNTY ROAD 210 NEEDED FOR PHASE II OF THE CR 210/I95 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the County's Engineering consultant, Prosser Hallock Planners & Engineers, has identified property located along CR 210 needed for the roadway improvement project; and

WHEREAS, property owner C & K Asset Management, Inc., has agreed to convey fee simple ownership for the amount of \$88,000.00, plus closing costs, and has executed and presented to the County a Purchase Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, pursuant to Florida Statute 339.2819, the Board of County Commissioners approved and joined in the Transportation Regional Incentive Program (TRIP) Agreement with the State of Florida Department of Transportation (FDOT) which provides that FDOT and St. Johns County share the cost of the roadway improvement project; and

WHEREAS, this parcel represents the 49th of 50 parcels required for this Phase of the Capital Improvement Project funded jointly with FDOT TRIP funds and St. Johns County 2006 Transportation Bond, for the widening of CR210 to six-lanes; and

WHEREAS, it is in the best interest of the County to acquire this property in order to move forward with the needed roadway improvements.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Purchase Agreement and authorizes the County Administrator, or designee, to execute the original agreement and take all steps necessary to move forward to close this transaction.

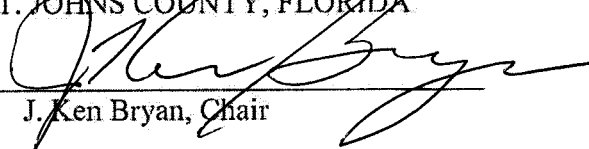
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the original Purchase Agreement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of September, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

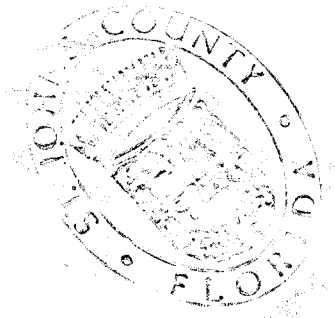

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____


Deputy Clerk

RENDITION DATE 9/20/12



III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Exhibit "A"** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Exhibit "A"** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Exhibit "A"** shall be conveyed to Buyer by conveyance instruments(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Buyer and Seller agree all fees, costs, or business damage claims associated with this agreement are identified in **Section II** of this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086,(904) 797- 4777, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement.
- There is not an addendum to this agreement.

ADDITIONAL SIGNATURES

SELLERS(S):

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

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EXHIBIT A

PARCEL 133 (FEE SIMPLE RIGHT OF WAY)

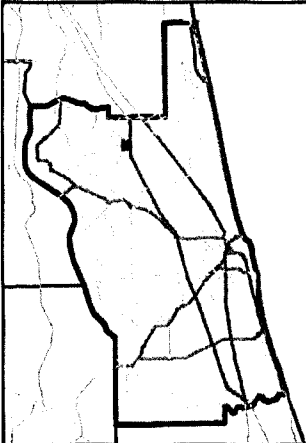
A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1314, PAGE 1105 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 02°12'06" EAST, ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 1041.60 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 57°49'15" WEST, DEPARTING SAID EASTERLY LINE OF GOVERNMENT LOT 5, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 806.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°12'39" EAST, DEPARTING SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 17.50 FEET; THENCE SOUTH 57°49'15" WEST, A DISTANCE OF 201.54 FEET TO A JOG IN SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE NORTH 32°10'47" WEST, ALONG LAST SAID JOG, A DISTANCE OF 17.50 FEET; THENCE NORTH 57°49'15" EAST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 201.53 FEET TO THE POINT OF BEGINNING.

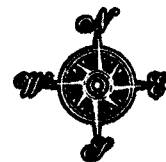
CONTAINING 3,527 SQUARE FEET, MORE OR LESS.



C & K Asset Management, Inc.
 (Bug-Out)
 PIN 026341-0010



**Phase II - CR 210 at I-95
 Roadway Improvement Project
 Parcel #133**



2010 Aerial Imagery

St. Johns County
 Land Mgmt Systems
 Real Estate Division



Map Prepared:
 January 25, 2012
 (904) 209-0786

DISCLAIMER.
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.