

RESOLUTION NO. 2014- 78

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 PURCHASE AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT EXTENSION FOR PHASE II OF THE CR210/I95 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the property owner, Community First Credit Union, has executed and presented to the County a Purchase Agreement, for the extension of a Temporary Construction Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the owner has agreed to the appraised value for the easement in the amount of \$4,750.00 identified by Prosser Hallock Planners & Engineers as needed for the project; and

WHEREAS, per Resolution No. 2008-326, the Board of County Commissioners approved and joined in with the Transportation Regional Incentive Program (TRIP) Agreement executed by the State of Florida Department of Transportation (FDOT); and

WHEREAS, this easement extension is required for this Capital Improvement Project which is funded jointly with FDOT TRIP funds and St. Johns County 2006 Transportation Bond; and

WHEREAS, it is in the best interest of the County to extend this easement 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 attached hereto, and authorizes the County Administrator, or designee, to execute the original Purchase Agreement and take all steps necessary to move forward to close this transaction.

Section 3. To the extent that there are typographical 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 of Court of St. Johns County is instructed to record the original Purchase Agreement and Temporary Construction Easement in the Public Records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of April, 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____

John H. Morris
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Paul Halterman
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

ST. JOHNS COUNTY REAL ESTATE DIVISION
PURCHASE AGREEMENT

DISTRICT NO.: FDOT District #2
STATE ROAD NO.: SR 9/I-95/CR 210
COUNTY: St. Johns
PARCEL NO.: 026341-0310 (735)

Seller: Community First Credit Union of Florida
c/o Rodney Jean-Bart
637 N. Lee Street, Jacksonville, FL 32204

Buyer: St. Johns County, Florida, a political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

- (a) Estate being purchased: Fee Simple Permanent Easement Temporary Easement Leasehold
(b) Real Property Described as: (see Exhibit "A")

Buildings, structures, fixtures and other improvements owned by others: none
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land 1. \$ 4,750.00
Improvements 2. \$ 0.00
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 4,750.00

(b) Total Personal Property 5. \$ 0.00

(c) Fees and Costs

Attorney Fees 6. \$ 0.00
Appraiser Fees 7. \$ _____

_____ Fee(s) 8. \$ 0.00

Total Fees and Costs 9. \$ 0.00

(d) Total Business Damages 10. \$ 0.00

(e) Total Other Costs 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 4,750.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 4,750.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

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 there are no fees, costs, or business damage claims associated with 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 60 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of St. Johns County, Land Management Systems, 500 San Sebastian View, St. Augustine, Florida 32084, 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.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

Michael A. Tomko 2/24/14
Signature Date

Michael A. Tomko S.V.P.
Type or print name
COMMUNITY FIRST CREDIT UNION

Signature Date

Type or print name

Buyer

St. Johns County, Florida

BY: _____
Signature Date

Type or print name and title

VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature Type or print name and title

Legal Review: *D. M. Miquet* 03/11/14
Date

David M. Miquet Senior Assistant County Attorney
Type or print and title

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

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EXHIBIT "A"

PARCEL 735

TEMPORARY CONSTRUCTION EASEMENT

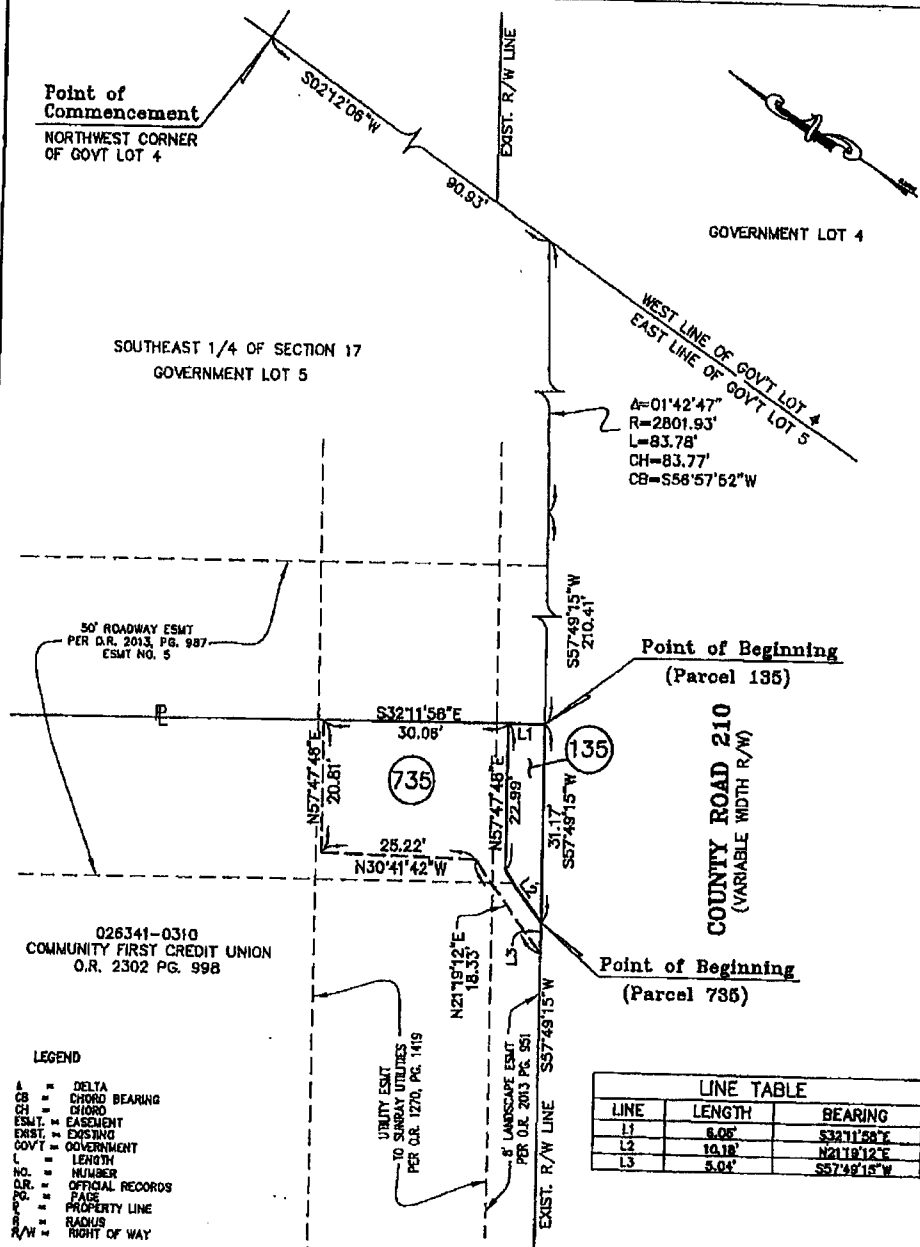
A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2302, PAGE 998 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $02^{\circ}12'06''$ WEST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 90.93 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED), AND A POINT ON A CURVE; THENCE DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 4, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, THE FOLLOWING 2 COURSES AND DISTANCES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2801.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ}42'47''$, AN ARC DISTANCE OF 83.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $56^{\circ}57'52''$ WEST, 83.77 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH $57^{\circ}49'15''$ WEST, A DISTANCE OF 241.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $57^{\circ}49'15''$ WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 5.04 FEET; THENCE NORTH $21^{\circ}19'12''$ EAST, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 18.33 FEET; THENCE NORTH $30^{\circ}41'42''$ WEST, A DISTANCE OF 25.22 FEET; THENCE NORTH $57^{\circ}47'48''$ EAST, A DISTANCE OF 20.81 FEET; THENCE SOUTH $32^{\circ}11'58''$ EAST, A DISTANCE OF 30.06 FEET; THENCE SOUTH $57^{\circ}47'48''$ WEST, A DISTANCE OF 22.99 FEET; THENCE SOUTH $21^{\circ}19'12''$ WEST, A DISTANCE OF 10.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 684 SQUARE FEET, MORE OR LESS.

SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA,



Point of Commencement
NORTHWEST CORNER
OF GOVT LOT 4

SOUTHEAST 1/4 OF SECTION 17
GOVERNMENT LOT 5

GOVERNMENT LOT 4

WEST LINE OF GOVT LOT 4
EAST LINE OF GOVT LOT 5

A=01°42'47"
R=2801.93'
L=83.78'
CH=83.77'
CB=S58°57'52"W

50' ROADWAY ESMY
PER D.R. 2013, PG. 987
ESMT NO. 5

Point of Beginning
(Parcel 135)

COUNTY ROAD 210
(VARIABLE WIDTH R/W)

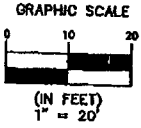
026341-0310
COMMUNITY FIRST CREDIT UNION
O.R. 2302 PG. 998

Point of Beginning
(Parcel 735)

LEGEND

- Δ = DELTA
- CB = CHORD BEARING
- CH = CHORD
- CH = CHORD
- ESMT = EASEMENT
- EXIST = EXISTING
- GOVT = GOVERNMENT
- L = LENGTH
- NO. = NUMBER
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- PL = PROPERTY LINE
- R = RADIUS
- R/W = RIGHT OF WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.02'	S32°11'58"E
L2	10.18'	N21°15'12"E
L3	5.04'	S57°48'15"W



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF GOVERNMENT LOT 4, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS S 02°12'08" W (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

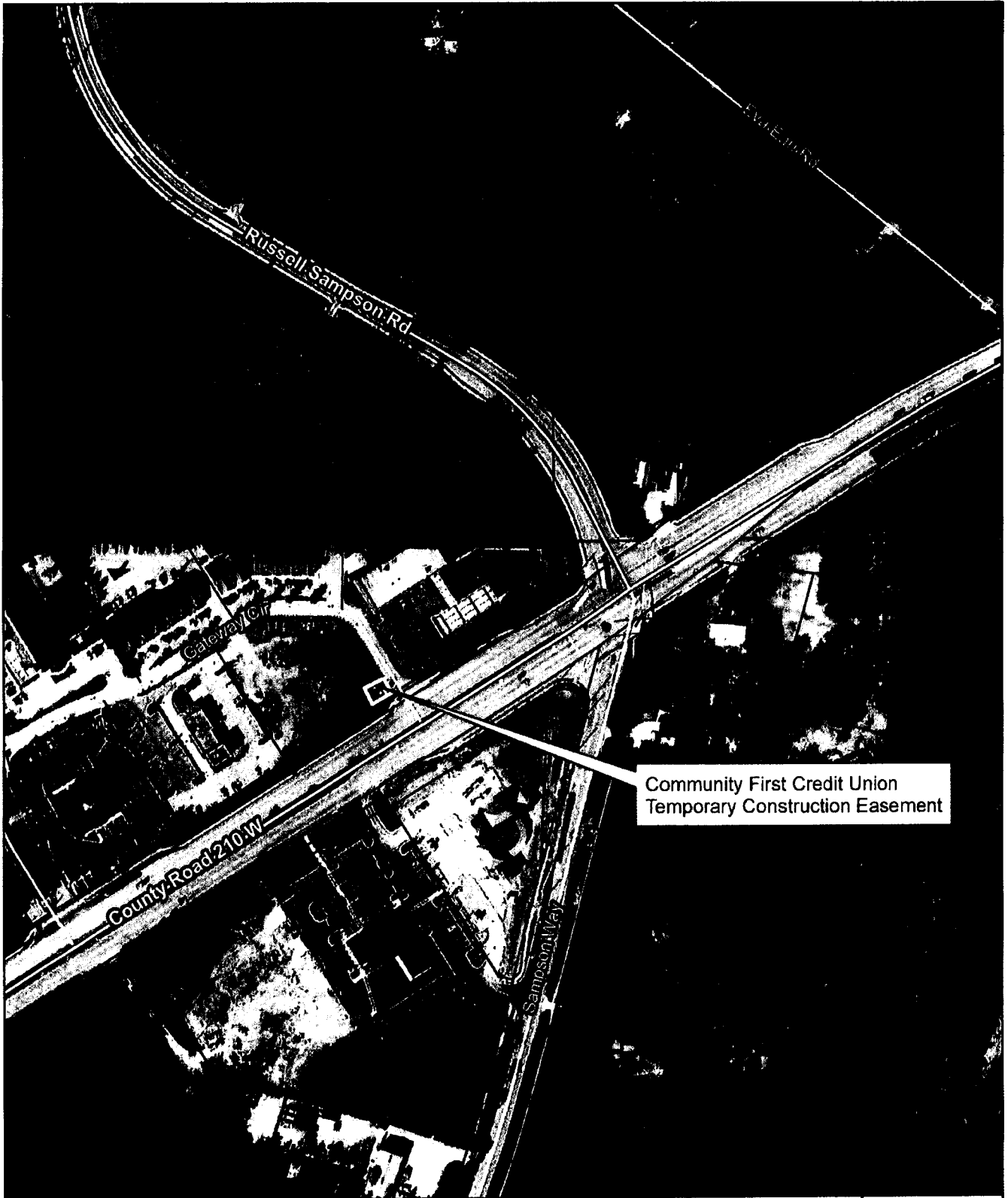
JOB NO. 2008-811-B
DRAFTER JES
P.C. N/A
F.B. N/A PG. N/A
SCALE 1"=40'
DATE MAY 18, 2010
CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 6A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

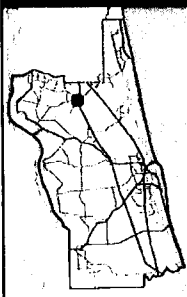
THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 6A-17, FLORIDA ADMINISTRATIVE CODE). UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Dennis W. Elswick
DENNIS W. ELSWICK, P.L.S. CERT. NO. 3180

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
18 NO. 3731
1830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32227
(904) 260-1703
WWW.CLARYASSOC.COM



Community First Credit Union
Temporary Construction Easement



2013 Aerial Imagery
0 100 200
Feet
February 27, 2014

Community First Credit Union

Temporary Construction Easement

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

