

RESOLUTION NO. 2016-225

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE BOARD CHAIR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AMENDMENT AND COUNTY DEED, CONVEYING 6.11 ACRES OF PROPERTY LOCATED AT 953 A1A BEACH BOULEVARD TO THE CITY OF ST. AUGUSTINE BEACH FOR DEVELOPMENT OF A PUBLIC PARK

RECITALS

WHEREAS, St. Johns County (County) and the City of St. Augustine Beach (City) entered into a Memorandum of Understanding (MOU) to acquired 6.11 acres of property situated within the municipal boundaries of the Beach; and

WHEREAS, the purpose of acquiring the property is to develop a public park to facilitate activities such as off-beach parking and picnic/nature viewing areas attached hereto Resolution 2005-177 as Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, among other things, the MOU provides that the City shall reimburse 50% of the original property acquisition and closing costs to the County; and

WHEREAS, in a letter dated June 15, 2016, the Beach provided notice to the County of its last installment of payments totaling \$1.25 million, representing 50% of the original property acquisition and closing costs as Exhibit "B,"; and

WHEREAS, in exchange for the reimbursement paid to the County, in the letter the Beach further seeks conveyance of the property for development of a public park; and

WHEREAS, in accordance with section 125.38, F.S., the Board of Commissioners is authorized to convey such property as requested.

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. In accordance with section 125.38, F.S., upon review of the Beach's application in the form of its letter described above, the Board has determined that the property is required for development of the public park as provided in the MOU, and may be conveyed in exchange for the Beach's payment of \$1.25 million.

Section 3. The Board of Commissioners authorizes the Chair to execute on behalf of the County an Amended Memorandum of Understanding, in substantially the same form and format as attached hereto as Exhibit "D," providing in part that the County has no further liability or financial responsibility related to the property or any conditions that may be present on or at the property.

Section 4. The Board of Commissioners further authorizes the Chair to execute a County Deed in substantially the same form and format as Exhibit "C," which among other things incorporates a restrictions stating that if at any time the property ceases to be used as a public park the property shall revert back to the County, and that if any fees for use of the park (or any of its facilities) are imposed, such fees shall be accessed at equal rates to both Beach and County residents.

Section 5. To the extent that there are typographical, scriveners 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 6. The Clerk of the Courts is instructed to record the County Deed and the Amended Memorandum of Understanding in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 26 day of July, 2016.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 8/18/16

EXHIBIT "A TO RESOLUTION

RESOLUTION NO. 2005- 177

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. AUGUSTINE BEACH AND ST. JOHNS COUNTY TO PARTNER RESOURCES TO ACQUIRE 6.11 ACRES OF PROPERTY AT 953 A1A BEACH BOULEVARD FOR A PARK.

RECITALS

WHEREAS, the County has been presented an offer to purchase 6.11 acres at 953 A1A Beach Boulevard for a passive park, off-beach parking, picnic and/or nature viewing area; and

WHEREAS, the County and City of St. Augustine Beach will equally partner resources to acquire the site and develop a park; and

WHEREAS, the County and/or City of St. Augustine Beach will apply for a Florida Communities Trust (FCT) Grant for reimbursement of up to 75% of the purchase price; and


WHEREAS, the average of two recent appraisals is \$2,930,000 and funds for the purchase could be secured from the Florida Local Government Finance Commission Pooled Commercial Paper Loan Program.

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

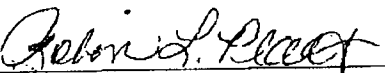
1. The above Recitals are hereby incorporated herein by reference and adopted as findings of fact in support of this Resolution.
2. The Chairman of the Board of County Commissioners is hereby authorized to execute a Memorandum of Understanding with the City of St. Augustine Beach stating the terms of reimbursement by the City of St. Augustine Beach, to the County of the purchase funds.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 28th day of June, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/1/2005

CONTINUED EXHIBIT "A" TO RESOLUTION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and executed this 15th day of July, 2005, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida, (the "County"), and the CITY OF ST. AUGUSTINE BEACH, a municipal corporation of the State of Florida, (the "City").

WITNESSETH:

WHEREAS, St. Johns County and St. Augustine Beach are interested in providing passive recreation amenities for its residents; and

WHEREAS, a six (6) acre parcel is available on Anastasia Island that would provide for a passive park site; and

WHEREAS, the County and City will partner resources to acquire the site and develop the park; and

WHEREAS, both parties hereto desire to memorialize the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Site Acquisition. St. Johns County will acquire the site and apply for a Florida Communities Trust (FCT) Grant for reimbursement.

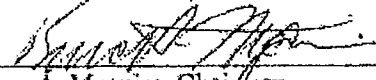
2. Reimbursement. St. Augustine Beach will reimburse St. Johns County \$200,000 the week following the closing of the six (6) acre parcel. On January 1 of each year following, St. Augustine Beach will pay St. Johns County \$100,000 plus interest at the Prime Interest Rate until 50% of the total acquisition costs have been provided. The total acquisition costs will include monies spent by St. Johns County for site acquisition minus reimbursement monies St. Johns County receives from FCT.

3. FCT Grant Application. St. Johns County will make application to the FCT for reimbursement. St. Augustine Beach staff will work with St. Johns County staff in compiling the best FCT application. Prescoring of the site by County recreation staff is favorable for FCT grant receipt.

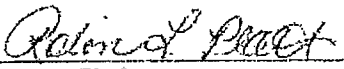
4. Park Development. St. Johns County and St. Augustine Beach will work cooperatively to develop a park plan. Park planning and construction monies required for park development will be shared equally between the County and the City. The City will own a beach access tract just north and east of the six (6) acre site per the London Tract PUD, which will provide beach access for this park site.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and their signatures to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

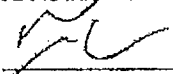
By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk


By: 
Deputy Clerk

REVISION DATE 7/1/2005

**CITY OF ST. AUGUSTINE BEACH, FLORIDA
A MUNICIPAL CORPORATION**

By: 
Frank Charles, Mayor

ATTEST: Max Royle, City Manager

By: 
City Manager



City of St. Augustine Beach

2200 A1A SOUTH
ST. AUGUSTINE BEACH, FLORIDA 32080
WWW.STAUGBCH.COM

CITY MGR. (904) 471-2122
FAX (904) 471-4108

BLDG. & ZONING (904) 471-8758
FAX (904) 471-4470

June 15, 2016

Received

JUN 20 2016

Michael Wanchick
County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

County Administrators Office

Re: Conveyance of Ownership of Property to City

Dear Mr. Wanchick,

As you know, the County purchased in 2005 for \$2.5 million the 6.1 acres of vacant land in St. Augustine Beach that is north of the Anastasia shopping plaza. By a memorandum of understanding, the City agreed to reimburse the County half of the purchase price. At its June 14, 2016, special meeting, the City Commission approved the final payment of \$39,650. The County should receive the check shortly.

In accordance with the email that you sent to the City Manager on June 10, 2016, the City Commission by motion and vote at its June 14th meeting approved this letter to you, requesting that the County convey ownership of the 6.1 acres to the City. You may assure the Board of County Commissioners that the land will be kept as a park, because the City's voters in 2014 approved an amendment to the City Charter that requires the voters to approve the sale of any parkland owned by the City. It's very unlikely that the voters would give the City permission to sell parkland. Also, the City Commission amended its Future Land Use Map in 2009 to change the designation of the 6.1 acres from Commercial to Parks and Recreation.

It would be helpful if you would let the City Manager know when the City's request will be brought to the Board of County Commissioners for a decision, as there are City Commissioners and citizens who want to be at that meeting to speak in favor of the conveyance.

Sincerely,

Mayor Rich O'Brien

This Instrument Prepared By:
Debbie Taylor
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine FL 32084

Res 2016-225

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this ____ day of _____, 2016, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine FL 32084, hereinafter "Grantor", to **CITY OF ST. AUGUSTINE BEACH**, a Florida municipal corporation, whose address is 2200 A1A South, St. Augustine, FL 32080, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO

The property described in this deed shall be used exclusively for a passive park, off-beach parking, picnic and/or nature viewing area. In the event the property is not used for said purposes the property will revert back to the County. If any fees for use of the park (or any of its facilities) are imposed, such fees shall be accessed at equal rates to both Beach and County residents.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;

- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

IN WITNESS WHEREOF the St. Johns County Board of County Commissioners has caused the presents to be executed in its name by its Chair the day and year aforesaid.

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

By: _____
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Its Clerk

By: _____
Its Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jeb S. Smith, the Chair of the Board for St. Johns County Board of County Commissioners, on behalf of the Board. He is personally known to me.

Notary Public State of Florida
My Commission Expires: _____

EXHIBIT "A" TO COUNTY DEED

A PARCEL OF LAND SITUATED IN Government Lot 8, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, and being more particularly bounded and described as follows: Commence at the intersection of the South line of said Section 3 and the East right of way line of vacated Ewing Street (City of St. Augustine Beach Ordinance 99-24); thence North 89 degrees, 06 minutes, 03 seconds East along the said South line of Section 3, a distance of 61.78 feet for the POINT OF BEGINNING; thence continue North 89 degrees, 06 minutes, 03 seconds East, along said South line of Section 3 a distance of 597.40 feet to the West right of way line of County Road A-1-A (a 100 foot right of way); thence North 16 degrees, 53 minutes, 14 seconds East along the said West right of way line of County Road A-1-A, 423.11 feet; thence South 88 degrees, 56 minutes, 40 seconds West, 726.62 feet; thence South 00 degrees, 53 minutes, 41 seconds East a distance of 400.90 feet to the POINT OF BEGINNING.

The aforesaid described parcel contains 6.11 acres, more or less.

Res 2016-225

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING is made this _____ day of July, 2016 by and between **ST. JOHNS COUNTY, FLORIDA, (COUNTY)** a political subdivision of the State of Florida, and **CITY OF ST. AUGUSTINE BEACH, FLORIDA (CITY)** whose address is City Hall, 2200 A1A South, St. Augustine Beach, Florida 32080.

Recitals

WHEREAS, St. Johns County(County) and City of St. Augustine Beach(Beach) entered into a Memorandum of Understanding(MOU) on July 1, 2005, to acquire 6.11 acres of property and was approved in Resolution No. 2005-177; and

WHEREAS, the MOU will be terminated upon conveyance of the property to the Beach by County Deed and the Beach has paid the County in full, per the terms of Section 2 Reimbursement as stipulated in the MOU; and

WHEREAS, the County Deed incorporates a reverter clause stating the property's use will be for a passive park, off-beach parking, picnic and/or nature viewing areas. If any fees for use of the park(or any of its facilities) are imposed, such fees shall be accessed at equal rates to both Beach and County residents; and

WHEREAS, the County will have no further liability or financial responsibility to the Beach for development; and

WHEREAS, the property (6.11 acres) is currently vacant and the County makes no claims to the property's suitability including any environmental conditions for any type of development or use and is being conveyed in "as is" condition.

WHEREAS, conveyance of this property to the Beach for a park will be opened to all County residence and the property cannot be sold or exchanged for any reason.

NOW THEREFORE, the parties hereby agree:

1. The above recitals are incorporated by reference and made a part hereof.
2. This Amendment to Memorandum of Understanding will terminate Memorandum of Understanding dated July 1, 2005 and approved in Resolution No. 2005-177.
3. This Amendment sets restrictions on use of the property and the property is conveyed "as is" with no further liability or financial responsibility including any environmental conditions from the County.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effectively immediately.

BUYER:
CITY OF ST. AUGUSTINE BEACH, FLORIDA
a municipal corporation of the State of Florida

Print: _____

Print Name _____
Title: _____

Print: _____

SELLER:
ST. JOHNS COUNTY, FLORIDA
a political subdivision of the State of Florida

Print Name: _____

Print Name: _____

By: _____
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

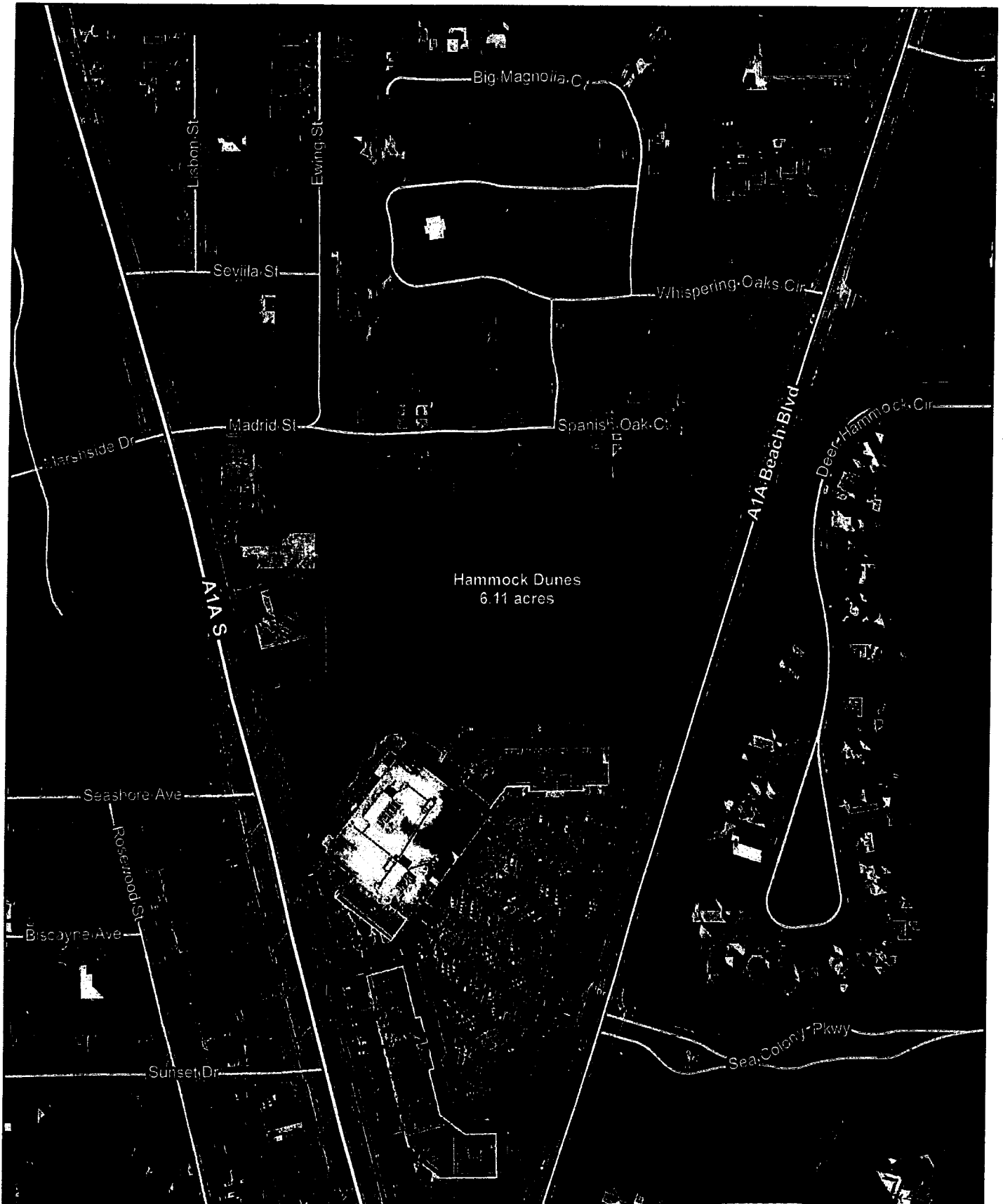
Deputy Clerk

Legally sufficient _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jeb S. Smith, the Chair of the Board for St. Johns County Board of County Commissioners, on behalf of the Board. He is personally known to me.

Notary Public State of Florida
My Commission Expires: _____



Hammock Dunes
6.11 acres



2013 Aerial Imagery



July 14, 2016

Hammock Dunes

6.11 acres

Land Mngt. Systems
Real Estate Division
209-0796

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.

