

RESOLUTION NO. 92 - 205

RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN THE COPY OF THE ATTACHED CONTRACT REQUIRED FOR A COUNTY FIRE STATION, RECREATIONAL SITE AND OTHER GOVERNMENTAL USAGES LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF HOLMES BOULEVARD AND CR-214 (WEST KING STREET), AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County, a political subdivision of the State of Florida, hereinafter called "the County", has received an offer of certain property for the placement of a fire station, recreational facilities and other governmental usages from Florida Memorial College, Miami, Florida hereinafter called "the College"; and

WHEREAS, the County is desirous of accepting the proposed property offered by the College, upon the terms and conditions contained herein, a copy of such proposed contract being attached hereto incorporated and made a part hereof.

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

Section 1. The County accepts the aforementioned contract by the College, upon the terms and conditions contained therein, and agrees to those terms and conditions.

Section 2. The Chairman of the Board of County Commissioners, of St. Johns County, Florida, and the Clerk of Circuit Court for St. Johns County, ex-officio Clerk of the Board of County Commissioners, St. Johns County, Florida, or his designated Deputy Clerk, be, and they are hereby authorized and directed to duly execute and attest to the original of such contract.

Section 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 8th day of December, 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Patricia Beltrame
Its Chairman

ATTEST: CARL "BUD" MARKEL,
CLERK OF THE CIRCUIT COURT,
EX-OFFICIO CLERK OF THE BOARD
OF COUNTY COMMISSIONERS

BY: Patricia DeMando
Deputy Clerk

AGREEMENT

THIS AGREEMENT made this 8 day of December, 1992, between **FLORIDA MEMORIAL COLLEGE, INC.**, hereinafter designated as "the College", of the City of Miami, Dade County, Florida, and the **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter designated as "County".

WHEREAS, the College is the owner of land located at the southeast and southwest corner of Holmes Boulevard and CR-214, (West King Street) of the College Park Subdivision in St. Johns County, Florida, further described in Exhibit A, which property will promptly be surveyed by the County; and

WHEREAS, it is the public interest for the County to acquire ownership of the property for the construction of a new fire station, recreational facilities and other identifiable county and/or community services;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed between the parties as follows:

1. The College will convey to the County, in fee simple title by warranty deed, the lands described in Exhibit A, free and clear of all encumbrance and/or title defects for \$10.00 within 60 days of the County's receipt of the survey.
2. The County will promptly acquire and pay for the survey, title insurance, cost of preparation of the deed, documentary stamps on the deed, and the recording of the deed. Property taxes will be prorated at time of closing.
3. The County will have 30 days after receipt of the survey to obtain and review a title insurance binder for any defects and shall advise the College in writing of any defects of title or exceptions thereto, and the College shall, within 30 days from date of such notice, clear any defects or exceptions, at its expense, and close the transaction.
4. The County agrees to commence construction of a Fire Station on said land within six (6) calendar months following the County's acceptance and recording of Deeds conveying the property to the County and agrees to complete the Fire Station within the time limit stated within the bid documents.

5. The County agrees that the Fire Station to be constructed will be comparable in size to one of the Fire Stations constructed in the County within the past 5 years with architectural fascade similar to the arches characteristic of the College. The design of the Fire Station may be reviewed by the Executive Board of the College or designee prior to construction.
6. The County agrees that the name of the newly constructed Fire Station shall be Florida Memorial Fire Station No. 14 and will be the relocation of the current Fire Station No. 14.
7. The County agrees to strictly adhere to and comply with Title VI and VII of the Civil Rights Acts of 1965 and Executive Order 11246, to the extent said laws are applicable in regard to legal opportunities for employment pertaining to the construction, operation and administration of said Fire Station.
8. The County shall have the right to relocate and/or discontinue the operation of the Fire Station after 25 years if overriding public need is determined by the County and to use the lands previously occupied by the Fire Station for other public use.
9. The County shall allow the lands conveyed under this Agreement to be improved and used only for public purposes.

IN WITNESS WHEREOF, the College and the County have caused this Agreement to be executed.

Signed sealed and delivered
in the presence of:

Dated: December 8, 1992
As to County

Patricia DeGrande

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Patricia DeGrande
Print Name

By: Linda Balavage
Chairman

Annette Williams
Annette Williams
Print Name

Dated: _____, 1992
As to College

Print Name

FLORIDA MEMORIAL COLLEGE

By: _____

Print Name

EXHIBIT A:

All of Block D and Block G excluding approximately one (1) acre in Block G for the President's Home, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13 and 17 of Block J, College Park Subdivision, St. Johns County.