

**RESOLUTION NO. 2001- 184**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING EXECUTION OF THE PURCHASE AGREEMENTS TO SELL CERTAIN COUNTY OWNED PROPERTY FROM THE FAIRGROUNDS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO STATE ROAD 207.**

**RECITALS**

**WHEREAS**, the State of Florida Department of Transportation proposes to construct or improve State Road No. 207, in St. Johns County, Florida; and

**WHEREAS**, it is necessary that certain lands owned by St. Johns County be acquired by the State of Florida Department of Transportation for said improvements; and

**WHEREAS**, the State of Florida Department of Transportation has made an application and presented to St. Johns County purchase agreements, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, offering to purchase said lands for the appraised value; and

**WHEREAS**, Florida Statute 125.38, copy attached hereto as Exhibit "C" permits that property not needed for County purposes such as this described property maybe conveyed at private sale.

**NOW THEREFORE, BE IT RESOLVED** it is in the public or community interest and for public welfare for St. Johns County to convey said lands to the State of Florida Department of Transportation for purposes mentioned above.

Section 1. The above recitals are hereby determined findings of fact.

Section 2. The application of the State of Florida Department of Transportation to acquire certain County owned lands is hereby approved.

Section 3. The Chairman of the Board is hereby authorized to execute the attached Purchase and Sale Agreements, attached hereto.

Section 4. Upon closing of the above mentioned acquisition, the Chairman of the Board is hereby authorized to execute a County Deed and Perpetual Easement to the State of Florida Department of Transportation and the Clerk is instructed to record the County Deed and Perpetual Easement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 11<sup>th</sup> day of September, 2001.

ST. JOHNS COUNTY

By: Marc Jacalone  
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FORM 575-030-07  
RIGHT OF WAY  
OGC - 12/00  
Page 1 of 2

PURCHASE AGREEMENT

ITEM/SEGMENT NO.: 2104091  
MANAGING DISTRICT: 2  
F.A.P. NO.: N/A  
STATE ROAD NO.: 207  
COUNTY: ST. JOHNS  
PARCEL NO.: 124.1 UE

THIS AGREEMENT is made by and between:

St. Johns County

hereinafter referred to as SELLER and the STATE OF FLORIDA for the use and benefit of the State of Florida Department of Transportation, hereinafter referred to as PURCHASER.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and PURCHASER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

- (a) [X] Real estate or interest therein, identified as parcel 124.1 UE and shown on Right of Way Maps for ITEM/SEGMENT NO.: 2104091 incorporated herein by reference.
[X] Fee Simple
[ ] Permanent Easement (Section III.(b) does not apply)
[ ] Temporary Construction Easement (Sections III.(b), III.(c) and III.(d) do not apply)
[ ] Leasehold Interest (Sections III.(b and c) do not apply)
(b) [ ] Personal property identified as follows: N/A
(c) [ ] Outdoor Advertising structure identified by permit number: (Sections III.(b and c) do not apply) N/A

II. PURCHASE PRICE

Table with 2 columns: Description and Amount. Rows include: (a) Amount to be paid by PURCHASER to SELLER at closing including fees and costs \$ 146,900.00; (b) Amount to be paid by PURCHASER to SELLER upon surrender of possession \$ 0.00; (c) Itemized purchase price, fees and costs: Land and Improvements \$ 129,800.00; Real Estate Damages (Severance/Cost-to-Cure) \$ 17,100.00; Business Damages \$ 0.00; Attorney Fees \$ 0.00; Appraiser Fees \$ 0.00; ODA Structure \$ 0.00; Other 0 \$ 0.00; TOTAL PURCHASE PRICE INCLUDING FEES AND COSTS \$ 146,900.00

III. CONDITIONS AND LIMITATIONS

- (a) It is mutually understood that execution of this Purchase Agreement by PURCHASER constitutes conditional acceptance and is subject to final agency acceptance. Final agency acceptance shall denote final approval of the purchase price and all terms and conditions contained in this Purchase Agreement and constitutes the effective date of this agreement. A closing on this contract shall not be transacted prior to final agency acceptance. Notice of final agency acceptance shall be evidenced by the signature of the Purchaser in Section VII herein and delivery to SELLER not sooner than 30 days from the date of the negotiator's signature in Section VI.
(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing.
[ ] SELLER agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing.
[ ] SELLER agrees to pay all taxes for the current year.

- (c) SELLER is responsible for delivering unencumbered title to PURCHASER at closing. Any sums which PURCHASER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. Seller shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the seller. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by the PURCHASER in writing. During the period from the date of closing until the SELLER surrenders possession to the PURCHASER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to PURCHASER in the same condition existing as of the effective date of this agreement, less any reasonable wear and tear.
- (e) It is mutually understood that this property is necessary for transportation purposes and is being acquired under threat of condemnation, pursuant to Section 337.27, Florida Statutes.
- (f)  The outdoor advertising structure owner shall provide an executed ODA Permit Cancellation(s) (Form No. 575-070-12) executed by the permit holder(s) and shall surrender or account for the outdoor advertising permit tag(s) at or prior to receipt of payment for the ODA structure.
- (g) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. CLOSING DATE

- This transaction shall be closed and the instrument of conveyance delivered within 60 days of the date of final agency acceptance.
- This transaction shall be closed and the receipt of warrant acknowledgement delivered within 60 days of the date of final agency acceptance.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith. All addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the Seller and Purchaser.

There  is  is not an addendum to this agreement.

VI. IN WITNESS WHEREOF, THE SELLER(S) have caused these presents to be executed in their respective name(s).

SELLER(S):

Signature	Date
St. Johns County, by Maryann Blount	
Name (Please Type or Print)	
Social Security # / Federal Tax I.D. #	

CONDITIONAL ACCEPTANCE BY PURCHASER:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

J. Arnold Aspinwall, Consult. Project Manager  
Name (Please Type or Print)

Signature	Date
Name (Please Type or Print)	
Social Security # / Federal Tax I.D. #	

DATE: \_\_\_\_\_

VII. FINAL AGENCY ACCEPTANCE

IN WITNESS WHEREOF, the District Right of Way Manager has caused these presents to be accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

- District Right of Way Manager  
 Assistant District Right of Way Manager  
 District Production Director  
 District Secretary

E

**PARCEL INFORMATION SHEET**

T. S. #32 - R/W Map Sheest #9, #10, and #11  
Tax Parcel No. 036010-0000

SECTION 78050-2527  
F.P. NO. 2104091

STATE ROAD NO. 207

ST. JOHNS COUNTY

**DESCRIPTION**

PARCEL NUMBER 124

FEE SIMPLE

**PART A**

A PARCEL OF LAND IN THE BARTOLO SOLONA DONATION, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 38; THENCE SOUTH 89°23'15" WEST ALONG THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 437.670 METERS (1435.95 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°23'15" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 62.865 METERS (206.25 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207 (A 30.480 METER (100.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 30°03'04" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 47.497 METERS (155.83 FEET) TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 00°30'55" AND A RADIUS OF 3508.609 METERS (11,511.16 FEET); THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.555 METERS (103.53 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°47'39" EAST AND A CHORD DISTANCE OF 31.555 METERS (103.53 FEET) TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARMSTRONG ROAD (A 12.192 METER (40.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 34°10'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.187 METERS (148.25 FEET) TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 00°17'53" AND A RADIUS OF 6035.000 METERS (19,799.83 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.406 METERS (103.04 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°14'36" WEST AND A CHORD DISTANCE OF 31.406 METERS (103.04 FEET) TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 04°45'32" AND A RADIUS OF 165.000 METERS (541.34 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.704 METERS (44.96 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°12'26" EAST AND A CHORD DISTANCE OF 13.700 METERS (44.95 FEET) TO THE POINT OF BEGINNING.

CONTAINING 0.2354 HECTARES (0.582 ACRES) MORE OR LESS.

ALSO:

**PART B**

A PARCEL OF LAND IN THE BARTOLO SOLONA DONATION, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207 (A 30.480 METER (100.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 98 (AN 18.288 METER (60.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $61^{\circ}45'08''$  WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3.530 METERS (11.58 FEET) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD NO. 207 (A 15.240 METER (50.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $28^{\circ}14'52''$  EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3.752 METERS (12.31 FEET); THENCE SOUTH  $49^{\circ}16'44''$  EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3.610 METERS (11.84 FEET) TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF  $00^{\circ}24'37''$  AND A RADIUS OF 105.000 METERS (344.49 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 0.752 METERS (2.47 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $48^{\circ}17'39''$  EAST AND A CHORD DISTANCE OF 0.752 METERS (2.47 FEET) TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207, SAID POINT LYING ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF  $00^{\circ}16'39''$  AND A RADIUS OF 596.756 METERS (1957.86 FEET); THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 2.890 METERS (9.48 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $42^{\circ}47'13''$  WEST AND A CHORD DISTANCE OF 2.890 METERS (9.48 FEET) TO THE POINT OF BEGINNING.

CONTAINING 12.9 SQUARE METERS (139 SQUARE FEET) MORE OR LESS.

ALSO:

PART C

A PARCEL OF LAND IN THE BARTOLO SOLONA DONATION, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 38; THENCE SOUTH  $89^{\circ}23'15''$  WEST ALONG THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 500.535 METERS (1642.20 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207 (A 30.480 METER (100.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $30^{\circ}03'04''$  EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 47.497 METERS (155.83 FEET) TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF  $00^{\circ}44'15''$  AND A RADIUS OF 3508.609 METERS (11,511.16 FEET); THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.167 METERS (148.19 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARMSTRONG ROAD (A 12.192 METER (40.00 FOOT) RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $01^{\circ}03'57''$ , AN ARC DISTANCE OF 65.263 METERS (214.12 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $28^{\circ}46'50''$  EAST AND A CHORD DISTANCE OF 65.262 METERS (214.11 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $28^{\circ}14'52''$  EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 425.526 METERS (1396.08 FEET) TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF  $24^{\circ}09'31''$  AND A RADIUS OF 566.277 METERS (1857.86 FEET); THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC

OF SAID CURVE, AN ARC DISTANCE OF 238.769 METERS (783.36 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°19'38" EAST AND A CHORD DISTANCE OF 237.004 METERS (777.57 FEET) TO A POINT ON THE WESTERLY LINE OF A 4.572 METER (15.00 FOOT) FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 704, PAGE 255 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°20'45" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID WESTERLY EASEMENT LINE, A DISTANCE OF 58.449 METERS (191.76 FEET) TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 21°03'43" AND A RADIUS OF 565.000 METERS (1853.67 FEET); THENCE SOUTHWESTERLY LEAVING SAID WESTERLY EASEMENT LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.694 METERS (681.41 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°46'43" WEST AND A CHORD DISTANCE OF 206.527 METERS (677.58 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°14'52" WEST, A DISTANCE OF 413.549 METERS (1356.79 FEET) TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 00°43'00" AND A RADIUS OF 6035.000 METERS (19,799.83 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.501 METERS (247.71 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°36'22" WEST AND A CHORD DISTANCE OF 75.501 METERS (247.71 FEET) TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF ARMSTRONG ROAD; THENCE NORTH 34°10'10" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.082 METERS (147.91 FEET) TO THE POINT OF BEGINNING.

CONTAINING 2.9180 HECTARES (7.210 ACRES) MORE OR LESS.

Legal Description Approved By: Tom C. McHale  
 Date: 5/17/01

**NOT A DEED - INFORMATION PURPOSES ONLY**

BASED UPON TITLE SEARCH DATED: 09/11/98.

HOMESTEAD PROPERTY YES \_\_\_\_\_ NO \_\_\_\_\_

OWNED BY: (03-BSD.03) - ST. JOHNS COUNTY, FLORIDA.

Grantor(s)' Mailing Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SUBORDINATE INTEREST:

Grantor(s)' Mailing Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT "B" TO RESOLUTION**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FORM 575-030-07  
RIGHT OF WAY  
OGC - 12/00  
Page 1 of 2

**PURCHASE AGREEMENT**

ITEM/SEGMENT NO.: 2104091  
 MANAGING DISTRICT: 2  
 F.A.P. NO.: N/A  
 STATE ROAD NO.: 207  
 COUNTY: ST. JOHNS  
 PARCEL NO.: 800.1

THIS AGREEMENT is made by and between:

St. Johns County

hereinafter referred to as SELLER and the STATE OF FLORIDA for the use and benefit of the State of Florida Department of Transportation, hereinafter referred to as PURCHASER.

**WITNESSETH**

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and PURCHASER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

**I. DESCRIPTION**

- (a)  Real estate or interest therein, identified as parcel 800.1 and shown on Right of Way Maps for ITEM/SEGMENT NO.: 2104091 incorporated herein by reference.  
 Fee Simple  
 Permanent Easement (Section III.(b) does not apply)  
 Temporary Construction Easement (Sections III.(b), III.(c) and III.(d) do not apply)  
 Leasehold Interest (Sections III.(b) and c) do not apply)
- (b)  Personal property identified as follows:  
N/A
- (c)  Outdoor Advertising structure identified by permit number: \_\_\_\_\_ (Sections III.(b) and c) do not apply  
N/A

**II. PURCHASE PRICE**

(a)	Amount to be paid by PURCHASER to SELLER at closing including fees and costs.	\$	<u>1,400.00</u>
(b)	Amount to be paid by PURCHASER to SELLER upon surrender of possession	\$	<u>0.00</u>
(c)	Itemized purchase price, fees and costs		
	Land and Improvements	\$	<u>1,400.00</u>
	Real Estate Damages (Severance/Cost-to-Cure)	\$	<u>0.00</u>
	Business Damages	\$	<u>0.00</u>
	Attorney Fees	\$	<u>0.00</u>
	Appraiser Fees	\$	<u>0.00</u>
	ODA Structure	\$	<u>0.00</u>
	Other <u>0</u>	\$	<u>0.00</u>
	(Specify)		
	<u>0</u>	\$	<u>0.00</u>
	(Specify)		
	TOTAL PURCHASE PRICE INCLUDING FEES AND COSTS	\$	<u>1,400.00</u>

**III. CONDITIONS AND LIMITATIONS**

- (a) It is mutually understood that execution of this Purchase Agreement by PURCHASER constitutes conditional acceptance and is subject to final agency acceptance. Final agency acceptance shall denote final approval of the purchase price and all terms and conditions contained in this Purchase Agreement and constitutes the effective date of this agreement. A closing on this contract shall not be transacted prior to final agency acceptance. Notice of final agency acceptance shall be evidenced by the signature of the Purchaser in Section VII herein and delivered to SELLER not sooner than 30 days from the date of the negotiator's signature in Section VI.
- (b) SELLER is responsible for all taxes due and owing on the property as of the date of closing.
- SELLER agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing.
- SELLER agrees to pay all taxes for the current year.



- (c) SELLER is responsible for delivering unencumbered title to PURCHASER at closing. Any sums which PURCHASER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. Seller shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the seller. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by the PURCHASER in writing. During the period from the date of closing until the SELLER surrenders possession to the PURCHASER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to PURCHASER in the same condition existing as of the effective date of this agreement, less any reasonable wear and tear.
- (e) It is mutually understood that this property is necessary for transportation purposes and is being acquired under threat of condemnation, pursuant to Section 337.27, Florida Statutes.
- (f)  The outdoor advertising structure owner shall provide an executed ODA Permit Cancellation(s) (Form No. 575-070-12) executed by the permit holder(s) and shall surrender or account for the outdoor advertising permit tag(s) at or prior to receipt of payment for the ODA structure.
- (g) Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IV. CLOSING DATE**

- This transaction shall be closed and the instrument of conveyance delivered within 60 days of the date of final agency acceptance.
- This transaction shall be closed and the receipt of warrant acknowledgement delivered within 60 days of the date of final agency acceptance.

**V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS**

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith. All addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the Seller and Purchaser. There  is  is not an addendum to this agreement.

**VI. IN WITNESS WHEREOF, THE SELLER(S) have caused these presents to be executed in their respective name(s).**

SELLER(S):

CONDITIONAL ACCEPTANCE BY PURCHASER:

\_\_\_\_\_  
 Signature Date

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION

St. Johns County, by Maryann Blount

BY: \_\_\_\_\_

Name (Please Type or Print)

Social Security # / Federal Tax I.D. #

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J. Arnold Aspinwall, Consult. Project Manager

Name (Please Type or Print)

\_\_\_\_\_  
 Signature Date

DATE: \_\_\_\_\_

Name (Please Type or Print)

Social Security # / Federal Tax I.D. #

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**VII. FINAL AGENCY ACCEPTANCE**

IN WITNESS WHEREOF, the District Right of Way Manager has caused these presents to be accepted this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

- District Right of Way Manager
- Assistant District Right of Way Manager
- District Production Director
- District Secretary

E

PARCEL INFORMATION SHEET

T. S. #32 - Map Sheets #9, #10, and #11  
Tax Parcel No. 036010-0000

SECTION 78050-2527  
F.P. NO. 2104091

STATE ROAD NO. 207

ST. JOHNS COUNTY

DESCRIPTION

PARCEL NUMBER 800

PERPETUAL EASEMENT

A perpetual easement for the purpose of constructing and maintaining an open drainage ditch, and for sloping, grading, tying in, harmonizing and reconnecting existing features of the grantor's property with the highway improvements which are to be constructed, in, upon, over and through the following described land in St. Johns County, Florida, viz:

A PARCEL OF LAND IN THE BARTOLO SOLONA DONATION, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 38; THENCE SOUTH 89°23'15" WEST ALONG THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 319.769 METERS (1049.11 FEET); THENCE NORTH 00°36'45" WEST LEAVING SAID SOUTH LINE, A DISTANCE OF 0.388 METERS (1.27 FEET) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°22'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.575 METERS (149.52 FEET) TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 33°10'58" AND A RADIUS OF 65.000 METERS (213.25 FEET); THENCE NORTHEASTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.645 METERS (123.51 FEET), SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°46'59" EAST AND A CHORD DISTANCE OF 37.121 METERS (121.79 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°22'28" EAST, A DISTANCE OF 10.000 METERS (32.81 FEET); THENCE SOUTH 00°37'32" EAST, A DISTANCE OF 10.604 METERS (34.79 FEET) TO THE POINT OF BEGINNING.

CONTAINING 361.9 SQUARE METERS (3895 SQUARE FEET) MORE OR LESS.

Legal Description Approved By: Tom C. McQueen  
Date: 5/17/01

NOT A DEED - INFORMATION PURPOSES ONLY

BASED UPON TITLE SEARCH DATED: 09/11/9800.

HOMESTEAD PROPERTY YES \_\_\_\_\_ NO \_\_\_\_\_

OWNED BY: (03-BSD.03) - ST. JOHNS COUNTY, FLORIDA.

Grantor(s)' Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "C" TO RESOLUTION

**Online  
Sunshine**

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## The 2000 Florida Statutes

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**Title XI**  
COUNTY ORGANIZATION AND INTERGOVERNMENTAL  
RELATIONS

**Chapter 125**  
County  
Government

**[View Entire  
Chapter](#)**

**125.38 Sale of county property to United States, or state.**--If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

**History.**--s. 4, ch. 23829, 1947.

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PARCEL - 124

SCOVILLE ROAD

FDOT LATERAL DITCH

WHOLE - 48.5915 ACRES  
TAKE - 7.795 ACRES  
REM. - 40.7965 ACRES

\* NOT TO SCALE

SEGMENT C

155.75

650±

PART B

12.31

11.84

CLYMER ROAD

9.48

11.58

191.76

WHOLE - 48.5915 ACRES  
TAKE - 7.795 ACRES  
REM. - 40.7965 ACRES

SEGMENT A - WHOLE - 0.803 ACRES  
TAKE - 0.582 ACRES  
REM. - 0.221 ACRES

SEGMENT B - WHOLE - 45.9485 ACRES  
TAKE - 7.210 ACRES  
REM. - 38.7385 ACRES

SEGMENT C - WHOLE - 1.840 ACRES  
TAKE - 139 S.F.  
REM. - 1.837 ACRES

PART A - 0.582 ACRES  
PART B - 139 S.F.  
PART C - 7.210 ACRES



983.62

C.L. FENCE

2,500.03

PART C

210.00

SEGMENT B

1272.61

X = LIGHT POLE

. = WATER/ELECTRIC HOOK-UP

- = SIGN

SR 207

C.L. FENCE

GATE

LIMEROCK DRIVE

2,393.56

147.91

AREA - PARCEL 800 - 3,895 S.F.

259.36

148.25

267.99

103.04

312.90

PARCEL 800

156.32

34.79

UNNAMED

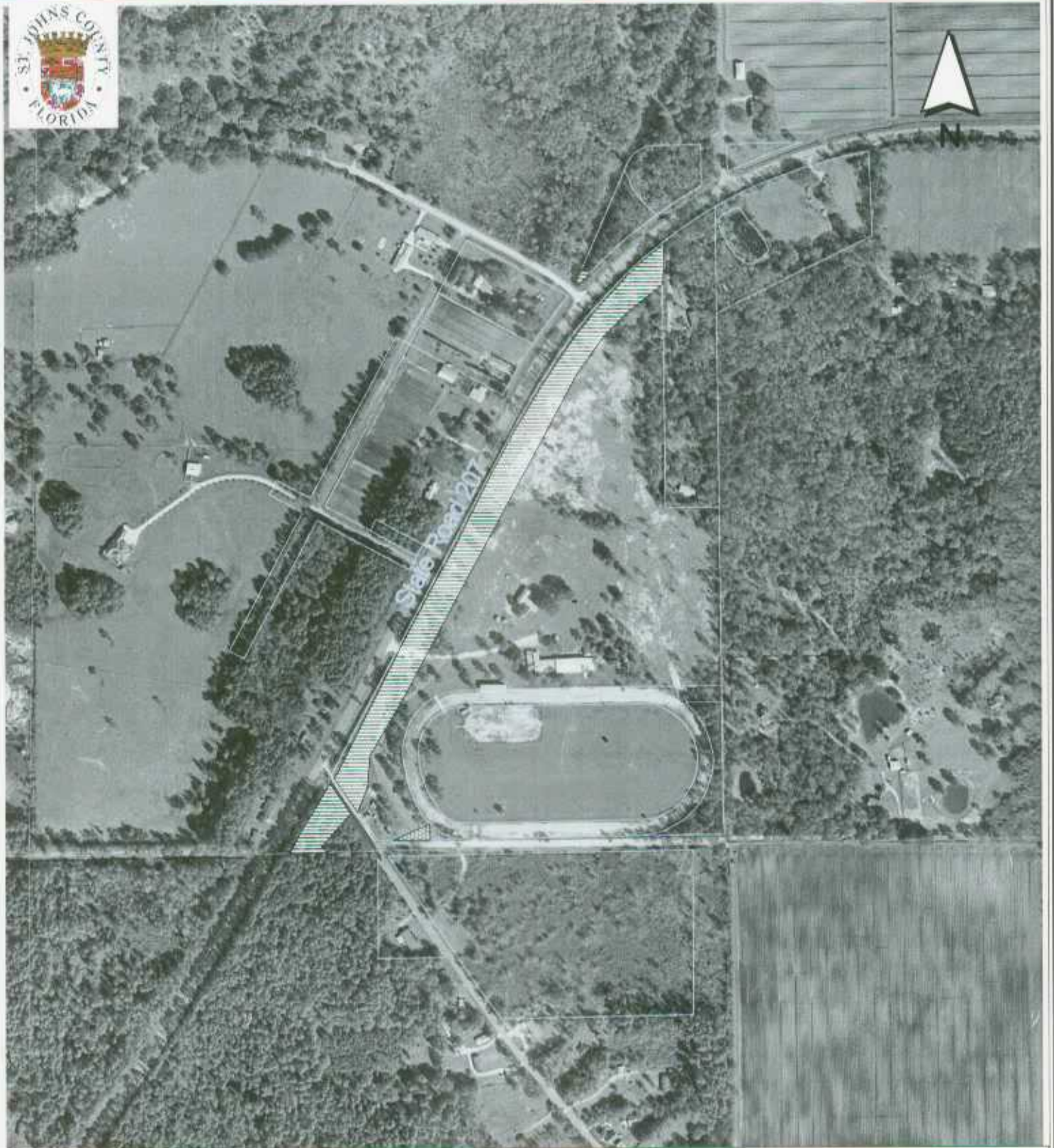
49.52

1314.99

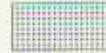
PART A ARMSTRONG Rd.

280.00

206.25



Property Conveyed to FDOT



Perpetual Easement Conveyed

**FDOT Requests:  
Three (3) Parcels  
One (1) Perpetual Easement  
Township 8 South, Range 28 East**

ST. JOHNS COUNTY  
PLANNING AND ZONING DEPARTMENT  
1000 W. UNIVERSITY BLVD., SUITE 200  
PALM BAY, FL 32909  
TEL: 321.329.3200  
WWW.SJCFLO.COM

PREPARED BY  
ST. JOHNS COUNTY  
REAL ESTATE DIVISION

**ST. JOHNS COUNTY FAIR, INC.**

3125 Agricultural Center Drive  
St. Augustine, FL 32084  
(904) 824-4564

August 2, 2001

Mary Ann Blount  
Real Estate Manager, St. Johns County  
P. O. Box 349  
St. Augustine, FL 32085-0349

RE: Sale of Right-of-Way to FDOT from Fairground property

Dear Mary Ann,

This letter is to advise you that the proposal of \$148,300.00 from the FDOT for purchasing additional right-of-way and for improvements effected by the acquisition should be accepted by the Fair Association and St. Johns County. I believe that we will have approximately \$62,000.00 in expenses in moving the fence, restructuring the driveway, site preparation, and moving the signs and lights. I will pull an inspection as soon as they stake the boundaries off and advise you of any differences if needed.

Sincerely,



E. M. Klipstine  
President

Cc: Ben W. Adams, Jr.  
County Administrator