RESOLUTION NO. 2011-<u>177</u>

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 PROPERTY REQUIRED FOR PHASE II OF THE CR210/195 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the property owner, Pamela Johnson, has executed and presented to the County a Purchase Agreement, for a Temporary Construction Easement, attached hereto as Exhibit "A", incorporated by reference and made a hereof; and

WHEREAS, the owner has agreed to the appraised value for the easement in the amount of \$16,250.00 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 Phase of the project includes acquisition of 47 parcels for the widening of CR210 at I95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

WHEREAS, this represents the 22nd parcel of the 47 parcels 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 acquire 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 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 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 _______ day of ________, 2011.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Bv:

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: <u>7000 / Java</u> Deputy Clerk

RENDITION DATE 7/21/11

EXHIBIT "A" TO RESOLUTION

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

RIGHT OF WAY Page 1 of 4

DISTRI	CT NO.: FDOT District #2				
STATE I	ROAD NO.: SR 9/I-95/CR 210				
COUNT	Y: St. Johns				
PARCEL	NO.: 026390-0110 (729)				
	Pamela Faye Johnson 1855 CR210 W #A St. Johns, FL 32259-2061				
Buyer:	St. Johns County, Florida, a political subdivision	of the Stat	e of F	orida	
Buyer ar following	nd Seller hereby agree that Seller shall sell and Buyer g terms and conditions:	r shall buy	the fol	lowing described property pu	ırsuant to the
Building	(a) Estate being purchased: Fee Simple Perma (b) Real Property Described as: (see Exhibit "A") s, structures, fixtures and other improvements owned ems are NOT included in this agreement. A separate	d by others	: nc	ne	
II. PUR	RCHASE PRICE				
(a)	Real Property				
	Land	1.	\$	16,250.00	
	Improvements			0.00	
	Real Estate Damages			0.00	
	(Severance/Cost-to-Cure)				
	Total Real Property	4.	\$	16,250.00	
(b)	Total Personal Property	5.	\$	0.00	
(c)	Fees and Costs				
	Attorney Fees	6.	\$	0.00	
	Appraiser Fees	7.	\$	0.00	
	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 Pu	urchase Price (Add Lines 4, 5, 9, 10 and 11)		\$	16,250.00	
	(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		+	16 250.00	
	(a) Portion of Total Purchase Price to be paid to		₹	16,250.00	

\$ _____0.00

Seller by Buyer upon surrender of possession

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 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, 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 typew	ritten or handwritten	provisions inse	rted into or	attached to	this agreement	as addenda	must be
initialed by	y both Seller and Buy	er.					

\boxtimes	There is an addendum to this agreement.
\Box	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)	Buyer	
Panela Johnson 5/6/1/ Signature Date	St. Johns County, Florida	
Panela Johnson 5/6/11 Type or print name	BY:Signature	Date
Signature Date	Type or print name and title	
Type or print name		
VII. Final Agency Acceptance		
The Buyer has granted Final Agency Acceptance this	day of, _	•
BY: Signature	Type or print name and title	
Legal Review: Michael D. Hand 118		
Type or brint and title	ney	

ADDITIONAL SIGNATURES

SELLERS(S):				
Signature	Date		Signature	Date
Type or print name			Type or print name	
THE RESERVE OF THE PROPERTY OF	© two-characters from a # Speech hadron war substantial (1995), is distributed (1996).	tra _{nsk} ara dete o men et e _s trepsgegiggerede tyr m	ara menerata, en la magrapa <mark>en presenta en la composito de la meresta de la composito de la menerata en la mend</mark>	ern ander in groten (il. 1924) ger i reggioner i lugerin, e appendinazioni (il. 1924) e vivi
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EXHIBIT "A" TO

PURCHASE AGREEMENT

PARCEL 729

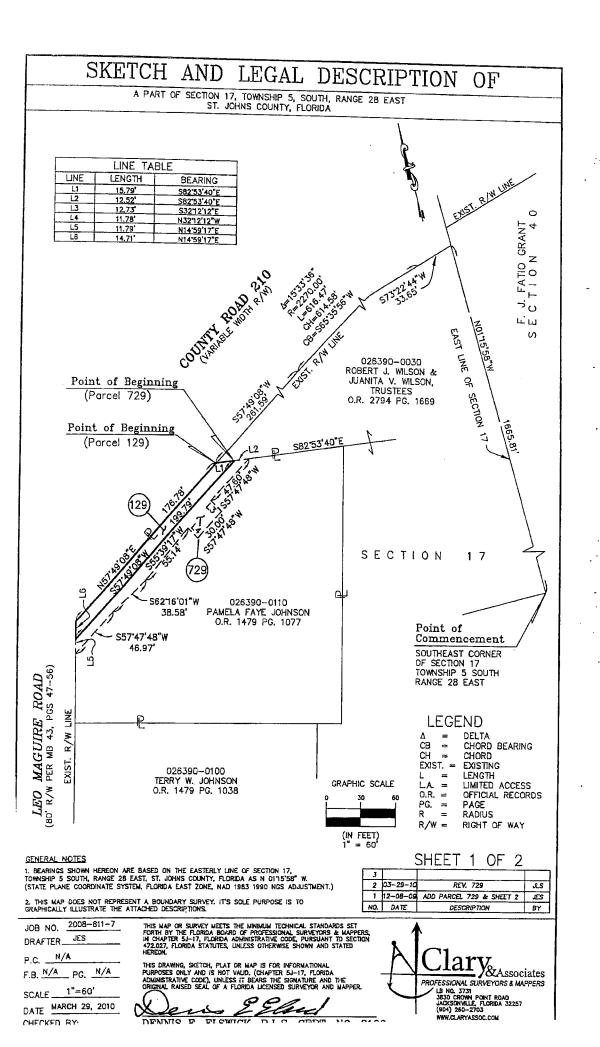
TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811 SHEET NO. 5

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 1479, PAGE 1077, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°15'58" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,665.81 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING THREE COURSES AND DISTANCES: (1) SOUTH 73°22'44" WEST, 33.65 FEET TO A POINT OF CURVATURE; (2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,270.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 15°33'36", AN ARC DISTANCE OF 616.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°35'56" WEST, 614.58 FEET TO A POINT OF TANGENCY; (3) SOUTH 57°49'08" WEST, 261.59 FEET; THENCE SOUTH 82°53'40" EAST, DEPARTING SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 15.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 82°53'40" EAST, A DISTANCE OF 12.52 FEET; THENCE SOUTH 57°47'48" WEST, A DISTANCE OF 47.60 FEET; THENCE SOUTH 32°12'12" EAST, A DISTANCE OF 12.73 FEET; THENCE SOUTH 57°47'48" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 32°12'12" WEST, A DISTANCE OF 11.78 FEET; THENCE SOUTH 55°39'17" WEST, A DISTANCE OF 55.14 FEET; THENCE SOUTH 62°16'01" WEST, A DISTANCE OF 38.58 FEET; THENCE SOUTH 57°47'48" WEST, A DISTANCE OF 46.97 FEET TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, (AN 80 FOOT RIGHT OF WAY PER PLAT OF WINGFIELD GLEN AS RECORDED IN MAP BOOK 43, PAGES 47 THROUGH 56 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY); THENCE NORTH 14°59'17" EAST, ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, A DISTANCE OF 11.79 FEET; THENCE NORTH 57°49'08" EAST, DEPARTING SAID EASTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, A DISTANCE OF 199.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,215 SQUARE FEET, MORE OR LESS.



Prepared by: ADDENDUM TO PURCHASE AGREEMENT

St. Johns County

500 San Sebastian View St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT			
THIS EASEMENT made this, day of, 2011, by and between Pamela Faye Johnson, whose address is 1855 CR210 W #A, St. Johns, Florida 32259-2061 as grantor and St. Johns County, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.			
and other valuable considerations, acknowledged, the grantor hereby give	in consideration of the sum of One Dollar (\$1.00) receipt and sufficiency of which is hereby wes, grants, bargains and releases to the grantee, a enter upon and use the grantor's property located in s follows:		
SEE EXHIBIT	"A" ATTACHED HERETO		
It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete. The property will be put back to its original or better condition when the project is complete.			
IN WITNESS WHEREOF, year first above written.	grantor has hereunto set hand and seal the day and		
Signed, sealed and delivered in Our presence as Witnesses:	GRANTORS:		
Print Witness Name:	Pamela Faye Johnson		
Print Witness Name: STATE OF FLORIDA COUNTY OF ST. JOHNS The foregoing instrument w	vas acknowledged before me this day of		
, 2011, by P a	amela Faye Johnson, who is personally known to as identification.		
	Notary Public My Commission Expires:		

EXHIBIT "A" TO

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 729

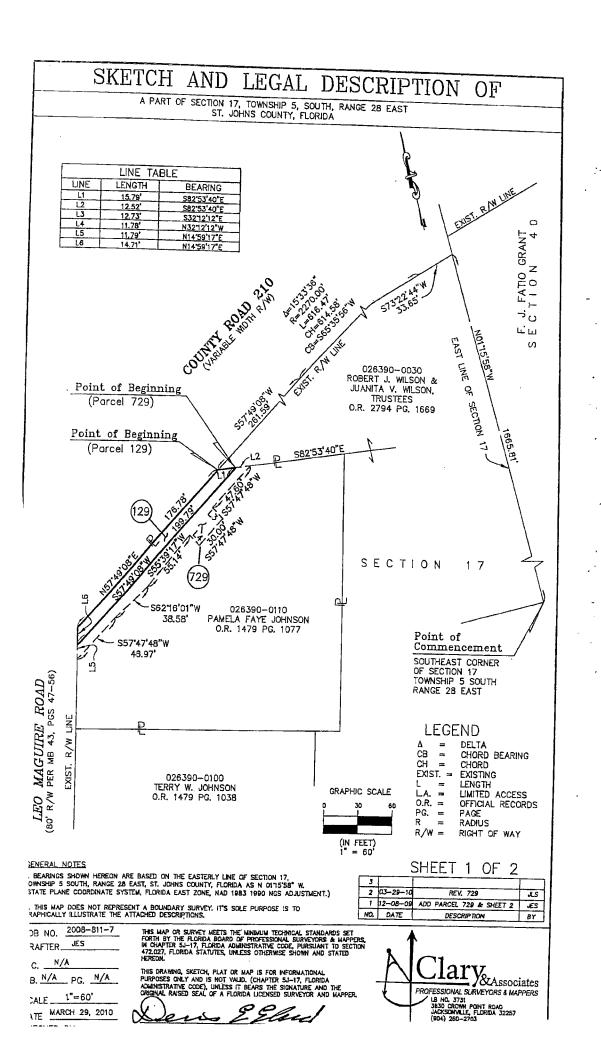
TEMPORARY CONSTRUCTION EASEMENT

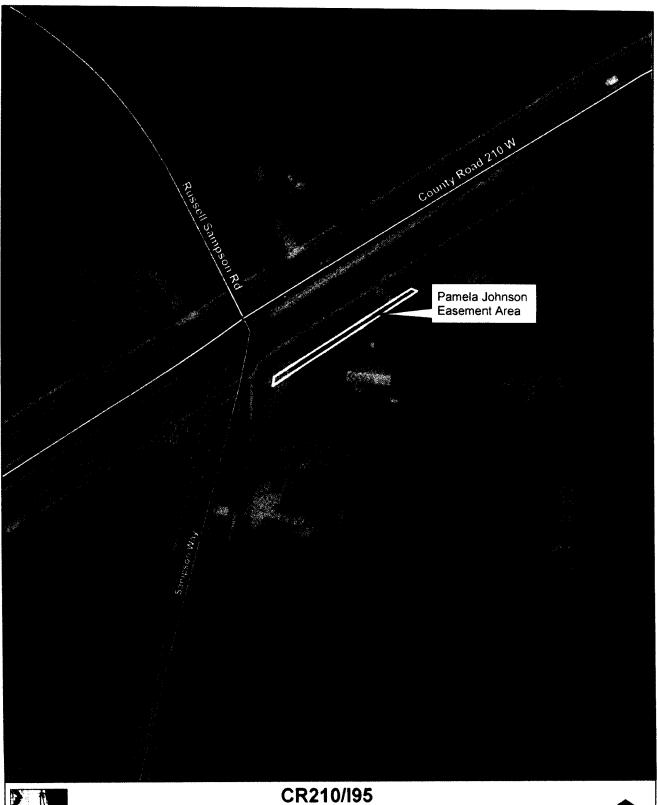
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CONTAINING 2,215 SQUARE FEET, MORE OR LESS.







St. Johns County Real Estate Division (904) 209-0794 Date:6/15/11

CR210/I95 IMPROVMENT PROJECT

0 35 70 140 210 280 Feet

__ Aerial Imagery

DISCLAIMER

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

