

RESOLUTION NO. 2011- 23

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 CERTAIN PURCHASE AND SALE AGREEMENT OF EASEMENT RELATED TO PHASE II OF THE CR 210 AT I-95 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, Phantom of St. Augustine, Inc., owner of property located along County Road 210, has executed and presented to the County a Purchase and Sale Agreement of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof for acquisition of a Temporary Construction Easement required for Phase II of the CR 210 @ I-95 Roadway Improvement Project; and

WHEREAS, the owner has agreed to the appraised value of \$5,100.00 for the Temporary Construction Easement, 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 the Transportation Regional Incentive Program (TRIP) Agreement executed by the State of Florida Department of Transportation (FDOT); and

WHEREAS, the TRIP Agreement provided that FDOT and St. Johns County each would share one-half of the cost of the roadway improvement project, pursuant to Florida Statute 339.2819; and

WHEREAS, this phase of the project includes acquisition of 47 parcels for the widening of CR 210 at I-95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

WHEREAS, this is the ninth of 47 parcels 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 property 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 and Sale Agreement of Easement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County, and take necessary action to facilitate and close the purchase in accordance with the terms of said agreement.

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 Circuit Court is instructed to file the Purchase and Sale Agreement of Easement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13th day of February, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Pam Halterman
Deputy Clerk

RENDITION DATE 2/2/11



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.: 026745-0000 (706)

Seller: Phantom of St. Augustine, Inc.
 c/o Jack Abell
 555 Martin Luther King Blvd., Youngstown, IA 44502

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
 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.	\$	<u>5,100.00</u>
Improvements	2.	\$	<u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>0.00</u>
Total Real Property	4.	\$	<u>5,100.00</u>

(b) Total Personal Property

5. \$ 0.00

(c) Fees and Costs

Attorney Fees	6.	\$	<u>0.00</u>
Appraiser Fees	7.	\$	<u>0.00</u>

 _____ 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) \$ 5,100.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 5,100.00

(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.

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. Page 5 is made a part of 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)

Peter Frank 12/3/10
Signature Date

PETER FRANK, TREASURER
Type or print name

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: _____
Date

Type or print and title

LEGALLY SUFFICIENT
Michael J. ...
Name
Date: 11/23/10

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

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EXHIBIT "A"
to the Purchase Agreement

A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2494, PAGE 1300, 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 $01^{\circ}15'58''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,681.37 FEET TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING THREE COURSES AND DISTANCES: (1) THENCE NORTH $73^{\circ}22'44''$ EAST, 38.50 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,096.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $13^{\circ}30'00''$, AN ARC DISTANCE OF 258.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}07'44''$ EAST, 257.71 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH $86^{\circ}52'44''$ EAST, 79.66 FEET; THENCE SOUTH $03^{\circ}12'22''$ EAST, DEPARTING SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $86^{\circ}52'44''$ EAST, A DISTANCE OF 40.21 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $51^{\circ}48'03''$, AN ARC DISTANCE OF 22.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $20^{\circ}34'08''$ WEST, 21.84 FEET; THENCE SOUTH $86^{\circ}52'44''$ WEST, A DISTANCE OF 31.44 FEET; THENCE NORTH $03^{\circ}12'22''$ WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

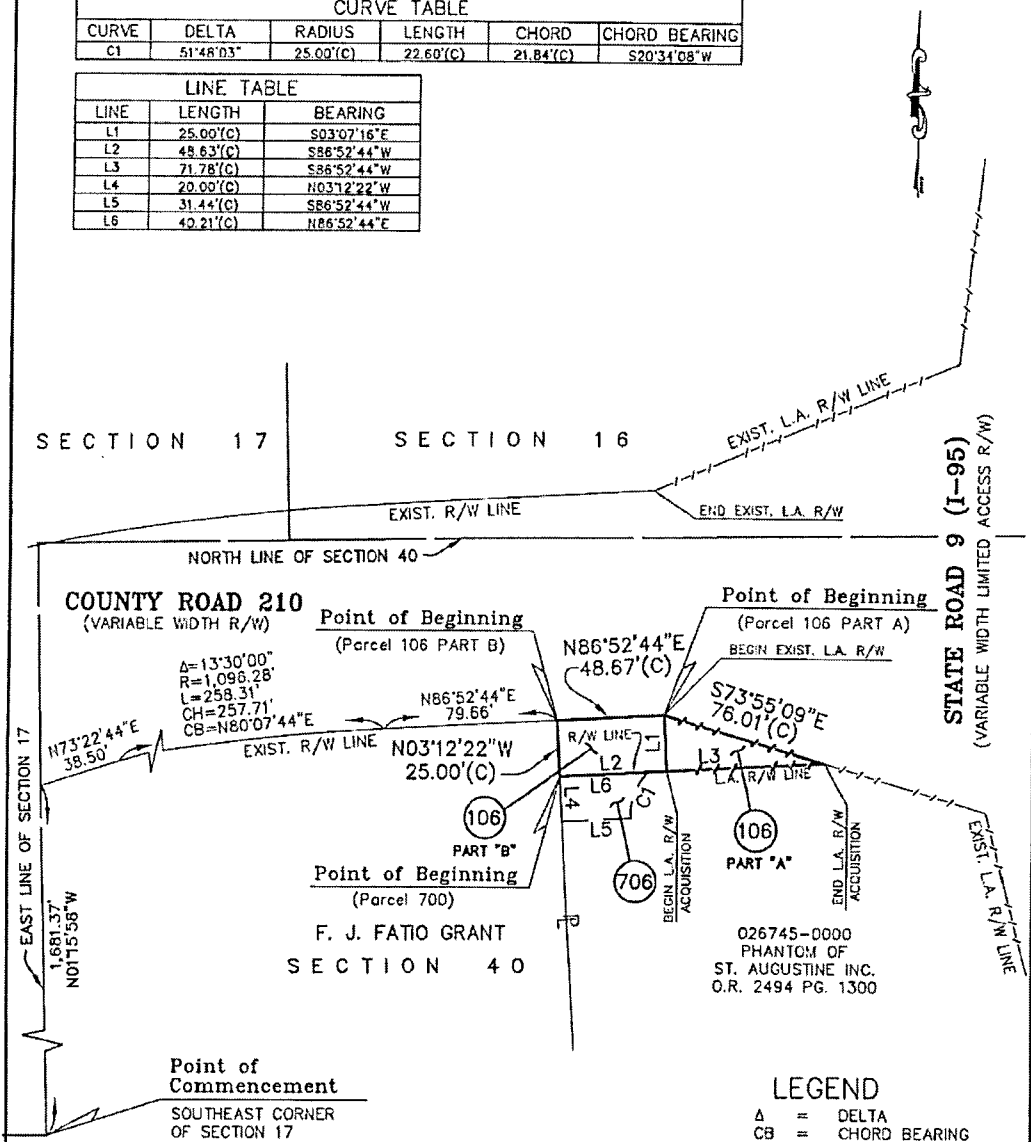
CONTAINING 679 SQUARE FEET, MORE OR LESS.

SKETCH AND LEGAL DESCRIPTION OF

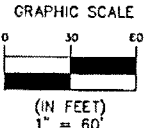
A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5, SOUTH, RANGE 28 EAST
ST. JOHNS COUNTY, FLORIDA

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	51°48'03"	25.00'(C)	22.60'(C)	21.84'(C)	S20°34'08"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'(C)	S03°07'16"E
L2	48.63'(C)	S86°52'44"W
L3	71.78'(C)	S86°52'44"W
L4	20.00'(C)	N03°12'22"W
L5	31.44'(C)	S86°52'44"W
L6	40.21'(C)	N86°52'44"E



Point of Commencement
SOUTHEAST CORNER OF SECTION 17



LEGEND

- Δ = DELTA
- CB = CHORD BEARING
- CH = CHORD
- EXIST. = EXISTING
- L = LENGTH
- L.A. = LIMITED ACCESS
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- R = RADIUS
- R/W = RIGHT OF WAY

SHEET 1 OF 3

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS N 01°15'58" W. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, HAD 1983 1990 NGS ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. ITS SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTIONS.

NO.	DATE	DESCRIPTION	BY
3	11-10-09	ADD PARCEL 706 & SHEET 3	JES
2	04-06-09	ADD PART A & B/ ADD SHEET	JES
1	04-01-09	ADD BEG/END LARW	JES

JOB NO. 2008-811-2
 DRAFTER JES
 P.C. N/A
 F.B. N/A PG. N/A
 SCALE 1"=60'
 DATE April 06, 2009
 CHECKED BY: JES

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 470.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.
 THIS DRAWING SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID, (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3630 GROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

Addendum to the Purchase Agreement
TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2011, by and between **Phantom of St. Augustine, Inc.**, a Florida corporation, whose address is 555 Martin Luther King, Jr. Blvd., Youngstown, Ohio 44502-1102 as grantor and **St. Johns County**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

See Attached Exhibit "A"

It is understood and agreed by the parties hereto that the rights granted herein should terminate upon completion of the construction project.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTOR:

Print Name: _____

Peter Frank
Its Treasurer
Phantom of St. Augustine, Inc.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by PETER FRANK, Treasurer of Phantom of St. Augustine, Inc., who is personally known to me, or has produced _____ as identification.

Notary Public

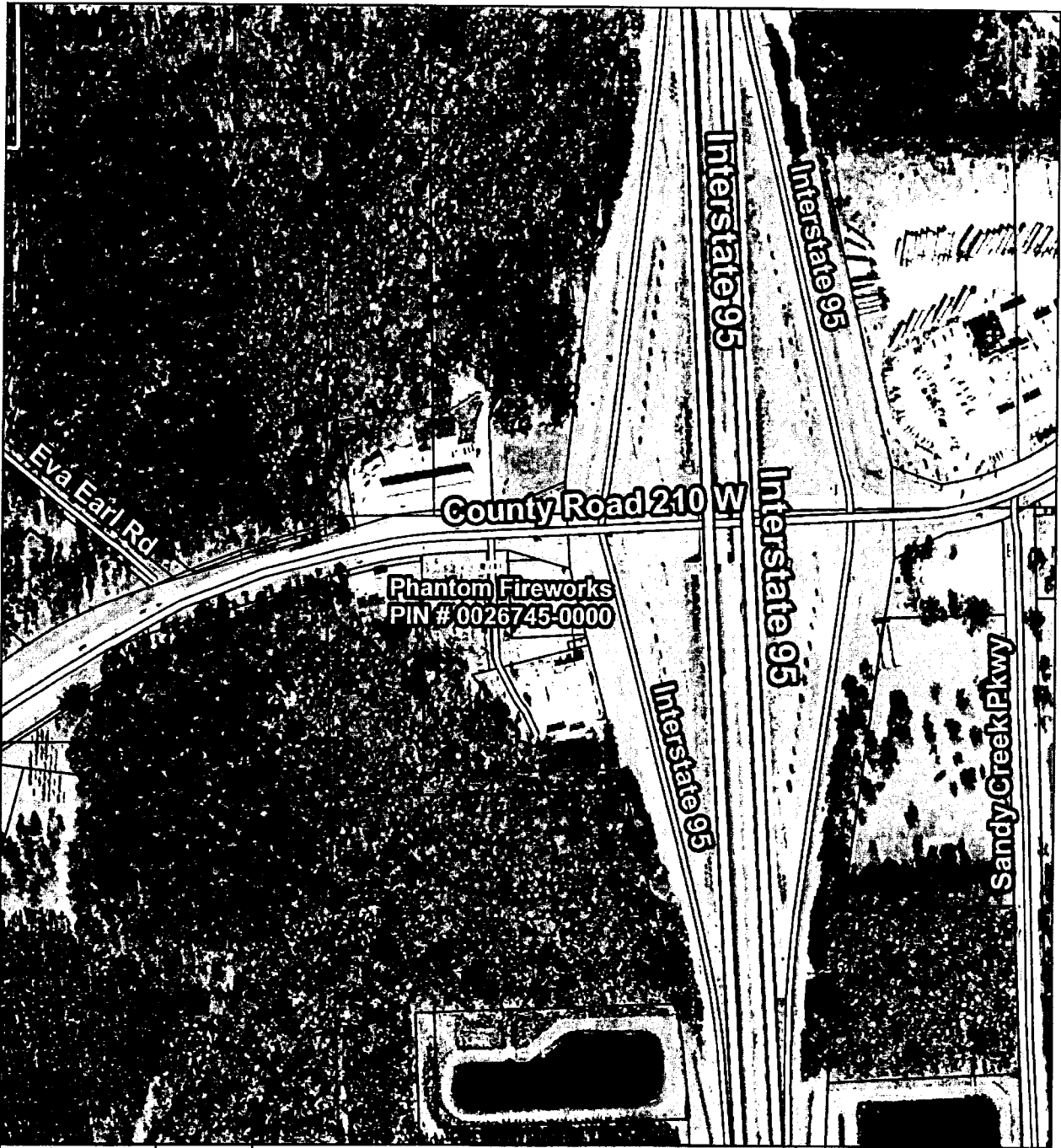
My Commission Expires: _____

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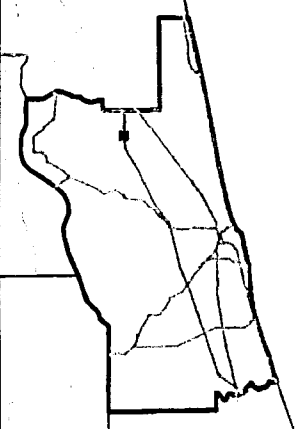
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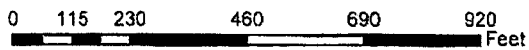
CONTAINING 679 SQUARE FEET, MORE OR LESS.



Phantom Fireworks
PIN # 0026745-0000



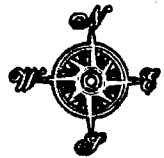
Phase II - CR 210 at I - 95 Roadway Improvement Project



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
December 15, 2010
(904) 209-0786



2008 Aerial Imagery

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2011, by and between **Phantom of St. Augustine, Inc.**, a Florida corporation, whose address is 555 Martin Luther King, Jr. Blvd., Youngstown, Ohio 44502-1102 as grantor and **St. Johns County**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

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See Attached Exhibit "A"

It is understood and agreed by the parties hereto that the rights granted herein should terminate upon completion of the construction project.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTOR:

Print Name: _____

Peter Frank
Its Treasurer
Phantom of St. Augustine, Inc.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by PETER FRANK, Treasurer of Phantom of St. Augustine, Inc., who is personally known to me, or has produced _____ as identification.

Notary Public

My Commission Expires: _____

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CONTAINING 679 SQUARE FEET, MORE OR LESS.