

RESOLUTION NO. 2014- 68

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A PURCHASE AGREEMENT FOR PURCHASE OF PROPERTY NEEDED FOR THE ARMSTRONG PARK TRAILHEAD/BIKE PATH IN CONNECTION TO THE RAILS-TO-TRAILS PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the Florida Department of Transportation has approved grant funding for development of a Trailhead/Bike Path at Armstrong Park as part of the State Road 207 Section of the Rails-to-Trails Project; and

WHEREAS, the project includes a multi-use path connecting to the Rails-to-Trails and proposes amenities such as a parking area, pavilion, restrooms and bike racks; and

WHEREAS, certain property has been identified as needed for the project located at the end of Jerry Street in Armstrong Subdivision; and

WHEREAS, the owners of said property have agreed to sell their property for the assessed value of \$3,100.00 and have executed a Purchase Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the grant to be awarded to St. Johns County will cover the cost of design and engineering for the project and money for this acquisition is funded by the Transportation Capital Projects-Armstrong Trailhead; and

WHEREAS, a trailhead and amenities at Armstrong Park could greatly enhance the neighborhood, provide an economic boost and improve the quality of life for the surrounding areas.

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 agreement on behalf of the County and move forward to close this transaction.

Section 3. The Clerk is instructed to file the original Purchase Agreement in the Clerk's office.

Section 4. 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of March, 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk



RENDITION DATE 3/20/14

ST. JOHNS COUNTY REAL ESTATE DIVISION
PURCHASE AGREEMENT

DISTRICT NO.: FDOT District #2
 STATE ROAD NO.: 207
 COUNTY: St. Johns
 PARCEL NO.: 034110-0000

Seller: Michael Hale and Sharon D. Hale

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

Total Personal Property

5. \$ 0.00

(b) Fees and Costs

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

(f) Buyer donation of Total Purchase Price **\$1,100.00**

(g) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing **\$2,000.00**

(h) 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 instrument(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**.

(i) Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

(j) 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.
 There is not an addendum to this agreement.

(k) 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)

Michael Hale
Signature _____ Date _____

Michael Hale
Type or print name

Sharon Hale
Signature _____ Date _____

Sharon D. Hale
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

Exhibit "A"

Official Records Book 1253, page 644:

PARCEL 6

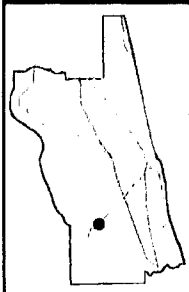
Sec 35 Twp 08 Rge 28


38 125 ft. of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Lying SE of R/W of F.E.C. Railway Excepted in Deed Book 166, page 305.

SUBJECT PARCEL IS THE EXCEPTION MENTIONED BELOW.

Deed Book 166, page 305:

All of that triangular tract of land situate in the Southeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 8 South, Range 28 East, and which lays South and East of the Florida East Coast Railway right-of-way as shown on map of Scotts Addition to Armstrong recorded in Map Book 1, page 180 public records of St. Johns County, Florida in the office of the Clerk of the Circuit Court in and for said County and State, Excepting however, therefrom, the South 125 feet thereof which said excepted South 125 feet of said triangular tract of land is hereby specifically reserved in Grantor, Maggie Jones, herein.




 2013 Aerial Imagery
 0 50 100 150
 Feet
 March 6, 2014
 18177

**Armstrong Trailhead
 Rails-to-Trails**
Hale Purchase

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762
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.

