

RESOLUTION

A RESOLUTION OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, FINDING THAT A PARCEL OF LAND LOCATED ON THE CAMPUS OF ORANGE PARK HIGH SCHOOL OWNED BY THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, THE DESCRIPTION OF WHICH IS ATTACHED AS EXHIBIT "A," IS UNNECESSARY FOR EDUCATIONAL PURPOSES AND SHOULD BE DISPOSED OF, UNDER THREAT OF CONDEMNATION AND TAKING BY EMINENT DOMAIN, BY SALE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the School Board of Clay County, Florida, is owner of a parcel of property located on the campus of Orange Park High School, 2300 Kingsley Avenue, Orange Park, Clay County, Florida, a description of which property is attached hereto as Exhibit "A," and which property is located at the entrance of Orange Park High School from Kingsley Avenue (State Road 224) and consists of a strip of land containing approximately 1,267 square feet, and

WHEREAS, the Florida Department of Transportation intends to take ownership of said subject property for its own use by eminent domain, and

WHEREAS, the Florida Department of Transportation intends to utilize said parcel of property for installation of upgraded traffic control devices which will aid in the movement of traffic entering and leaving Orange Park High School, and

WHEREAS, it would be in the best interest of the School Board of Clay County, Florida, to sell said property to the Florida Department of Transportation rather than go through prolonged eminent domain proceedings, the result of which would be that the Florida Department of Transportation would acquire said property, and

WHEREAS, Florida Statute 1013.23 requires a determination that said parcel of property is unnecessary for educational or ancillary purposes,

NOW, THEREFORE, BE IT RESOLVED by the School Board of Clay County, Florida, that the parcel of real property described in Exhibit "A" which is attached hereto now owned by the School Board of Clay County, Florida, is unnecessary for educational and ancillary purposes, and it is in the best interest of the

public that said property should be disposed of by sale to the Florida Department of Transportation, with such selling price being between \$24,000.00 and \$25,000.00 as is supported by an appraisal by a qualified professional and with Florida Department of Transportation bearing all costs and fees of any kind and nature whatsoever related to said sale and property transfer.

DULY ADOPTED AND APPROVED this _____ day of May, 2006,
by the School Board of Clay County, Florida.

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By _____
CAROL VALLENCOURT, Chairman

By _____
CAROL STUDDARD

By _____
LISA GRAHAM

By _____
CHARLES E. VAN ZANT, JR.

By _____
WAYNE BOLLA

ATTEST:

DAVID L. OWENS, Superintendent

PARCEL INFORMATION SHEET

T. S. # 002 - R/W Map Sheets #2 and #3
Tax Parcel No. 07-04-26-013065-000-00

SECTION 71130
F.P. NO. 2081472

STATE ROAD NO. 224

CLAY COUNTY

DESCRIPTION

PARCEL NUMBER 101

FEE SIMPLE

A PORTION OF LOT 27, SECTION 7 OF "MAP OF FLORIDA WINTER HOME AND IMPROVEMENT COMPANY'S LAND" AS RECORDED IN PLAT BOOK 1, PAGE 23E, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF SURVEY OF STATE ROAD NO. 224 (A 100.00 FOOT RIGHT OF WAY) WITH THE BASELINE OF SURVEY OF STATE ROAD NO. 21 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 71130, FINANCIAL PROJECT NO. 2081472, IN SECTION 7, TOWNSHIP 4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; THENCE RUN ALONG SAID CENTERLINE OF SURVEY OF STATE ROAD NO. 224, NORTH 88°21'02" EAST, A DISTANCE OF 735.07 FEET; THENCE DEPARTING SAID CENTERLINE OF SURVEY, RUN SOUTH 01°38'58" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 224, AND THE POINT OF BEGINNING; THENCE RUN NORTH 88°21'02" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 114.29 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN SOUTH 01°38'58" EAST, A DISTANCE OF 7.56 FEET; THENCE SOUTH 75°37'09" WEST, A DISTANCE OF 22.69 FEET; THENCE SOUTH 88°21'02" WEST, A DISTANCE OF 52.86 FEET; THENCE NORTH 83°17'49" WEST, A DISTANCE OF 39.72 FEET; THENCE NORTH 01°38'58" WEST, A DISTANCE OF 6.79 FEET TO A POINT ON THE AFORESAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 224, AND THE POINT OF BEGINNING.

CONTAINING 1267 SQUARE FEET, MORE OR LESS.

Legal Description Approved By: Tim Dancy
Date: 9-16-05

NOT A DEED - INFORMATION PURPOSES ONLY

BASED UPON TITLE SEARCH DATED: 02/04/2005.

HOMESTEAD PROPERTY YES NO

OWNED BY: (03-BSD.07) THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
a corporate body.

Grantor(s)' Mailing Address:

03-BSD.07-February 8, 2006

T. S. #002
R/W Map Sheets #2 and #3
Tax Parcel No. 07-04-26-013065-000-00

This instrument prepared by
or under the direction of:
Kenneth S. Davis
District General Counsel
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 101.1
SECTION 71130
F.P. NO. 2081472
STATE ROAD 224
COUNTY OF Clay

SCHOOL BOARD DEED

THIS DEED, made this _____ day of _____, 20____,
by **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a corporate body, grantor,
to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South
Marion Avenue, Lake City, Florida 2025-5874, grantee: (Wherever used
herein the terms "grantor" and "grantee" include all the parties to this
instrument and the heirs, legal representatives and assigns of
individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum
of One Dollar (\$1.00) and other valuable considerations, receipt and
sufficiency being hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the grantee, all
that certain land situate in Clay County, Florida, viz:

PARCEL NUMBER 101
F.P. NO. 2081472

FEE SIMPLE

SECTION 71130

A PORTION OF LOT 27, SECTION 7 OF "MAP OF FLORIDA WINTER HOME AND
IMPROVEMENT COMPANY'S LAND" AS RECORDED IN PLAT BOOK 1, PAGE 23E,
PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP
4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF SURVEY OF STATE ROAD
NO. 224 (A 100.00 FOOT RIGHT OF WAY) WITH THE BASELINE OF SURVEY
OF STATE ROAD NO. 21 AS PER FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP, SECTION 71130, FINANCIAL PROJECT NO. 2081472, IN
SECTION 7, TOWNSHIP 4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA;
THENCE RUN ALONG SAID CENTERLINE OF SURVEY OF STATE ROAD NO. 224,
NORTH 88°21'02" EAST, A DISTANCE OF 735.07 FEET; THENCE DEPARTING SAID
CENTERLINE OF SURVEY, RUN SOUTH 01°38'58" EAST, A DISTANCE OF 50.00
FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID
STATE ROAD NO. 224, AND THE **POINT OF BEGINNING**; THENCE RUN NORTH
88°21'02" EAST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE, A
DISTANCE OF 114.29 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY
LINE, RUN SOUTH 01°38'58" EAST, A DISTANCE OF 7.56 FEET; THENCE SOUTH
75°37'09" WEST, A DISTANCE OF 22.69 FEET; THENCE SOUTH 88°21'02" WEST,
A DISTANCE OF 52.86 FEET; THENCE NORTH 83°17'49" WEST, A DISTANCE OF
39.72 FEET; THENCE NORTH 01°38'58" WEST, A DISTANCE OF 6.79 FEET TO
A POINT ON THE AFORESAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF
STATE ROAD NO. 224, AND THE **POINT OF BEGINNING**.

CONTAINING 1267 SQUARE FEET, MORE OR LESS.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

Signed, sealed and delivered in the presence of:

Witness:
Print Name: _____

Witness:
Print Name: _____

BY: _____

Print Name: _____

Its Chairperson
(or Vice-Chairperson)

ATTEST: _____

Print Name: _____

Its _____ Secretary

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Chairperson or Vice-Chairperson and _____, Its _____ Secretary, on behalf of THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, who are personally known to me or who have produced _____ as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT NO.: 2081472
MANAGING DISTRICT: 2
F.A.P. NO.: n/a
STATE ROAD NO.: 224
COUNTY: Clay
PARCEL NO.: 101.1

Seller: The School Board of Clay County, Florida

Buyer: State of Florida, Department of Transportation

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) Real property described as: 2081472-Parcel 101.1

(b) Estate being purchased: Fee Simple
 Permanent Easement
 Temporary Easement
 Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: asphalt paving, concrete sidewalk, curb and gutter, traffic information sign, and landscaping

(d) Personal property described as: none

(e) Outdoor Advertising Structure(s) Permit Number(s): none

Property owned by others described as: none
is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a)	Real Property		
	Land	1.	\$ <u>21,600.00</u>
	Improvements	2.	\$ <u>2,800.00</u>
	Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>180.00</u>
	Total Real Property	4.	\$ <u>24,580.00</u>
(b)	Total Personal Property	5.	\$ <u>0.00</u>
Total Purchase Price (Add Lines 4 and 5)			\$ <u>24,580.00</u>
(c)	Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.		\$ <u>24,580.00</u>
(d)	Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.		\$ <u>0.00</u>

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

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 or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement 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 **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) The property described in **Section I** 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(s) 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) prior to or upon receiving payment for the outdoor advertising structure(s).
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (i) Other: _____

IV. Closing Date

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

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

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(2), 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's representative in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name under signature

Signature Date

Type or Print Name under signature

Buyer

State of Florida Department of Transportation

BY: Kimberley Tracy 3/15/16
Signature Date

Kimberley Tracy

Type or Print Name
FDOT Right of Way Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, _____.

BY: _____
Signature Date

J.B. Jordan, District Right of Way Manager
Type or Print Name and Title under signature

This document delivered by Kimberley Tracy 3/15/16
Signature Date

This document received by _____
Date



Florida Department of Transportation

JEB BUSH
GOVERNOR

DENVER J. STUTLER, JR.
SECRETARY

April 6, 2006

Clay County School Board
Attn.: Bruce Bickner, P.A.
900 Walnut Street
Green Cove Springs, FL 32043

RE: Replacement of Traffic Signal
State Road 224 (Kingsley Avenue) and Lowes Driveway
Financial Identification No. 2081472
Right of Way Parcel No. 100

Dear Mr. Bickner:

This letter is being provided to address concerns regarding the proposed reconstruction of the existing span wire signal located at the intersection of SR 224 (Kingsley Ave.) and the Orange Park High School Driveway and Lowes Driveway. The construction will comprise removing the existing span wire signal and installing a new mast arm signal at the intersection. In addition, the construction will include reconstructing existing curb ramps and sidewalk. The construction is anticipated late summer to early fall of 2007.

Concerns have been raised regarding access to the High School and Lowes during the construction phase for the project. To address these concerns, the design consultant for this project has included instructions in the plan set to prohibit the contractor from encroaching on the driveway areas of the Lowes as well as the High School during peak usage. The instructional note is included in the traffic control plan and reads:

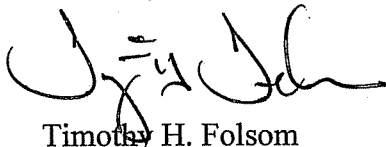
“There are special restrictions within the project limits. The Contractor will not be permitted to encroach upon the driveway to the Lowes during store hours. In addition, the Contractor may not encroach upon the High School Driveway during the period starting one hour before school to one hour after the end of the school day. No lane closures will be permitted along SR 224 (Kingsley Avenue) during these time periods.”

It should be noted that as an additional measure to limit encroaching upon the driveway during construction, the Department plans to install video camera detection rather than traditional signal loops which are installed in the pavement. The video cameras will be

mounted to the overhead signal structures and are a non-intrusive method for providing detection of the driveways. The use of video detection will also eliminate the need for future driveway encroachment which would normally be required to maintain traditional signal loops.

The Department hopes that these measures address the concerns raised by the affected parties. If you have any questions or need further clarification regarding the anticipated construction and its effect on ingress/egress from the adjacent properties, please contact my office @ (386) 961-7341.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy H. Folsom', written in a cursive style.

Timothy H. Folsom
Traffic Operations Project Manager

Cc: J. F. Scott, Jr., P.E., District Traffic Operations Engineer
Tony Falotico, P.E., Assistant District Traffic Operations Engineer
Ryan McGinnis, P.E., CES Project Manager
File

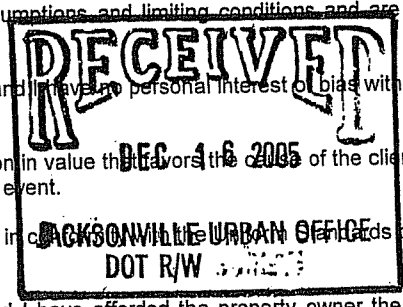
2/12/7 - cert
 30 days prior
 letting 60 days
 following certification

CERTIFICATE OF VALUE
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Financial Management: 2081472
 State Road: 224
 County: Clay
 Managing District: Two
 Federal Project ID: N/A
 Parcel No.: 101

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. My analyses, opinions, or conclusions were developed and this report has been prepared in accordance with the Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
6. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
7. No persons other than those named herein provided significant professional assistance to the person signing this report.
8. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
9. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
10. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
11. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the Department without restriction or limitation on their use.
12. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an Addendum to this certificate and, by reference, are made a part hereof.



Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 30th day of November, 2005, is: \$25,100

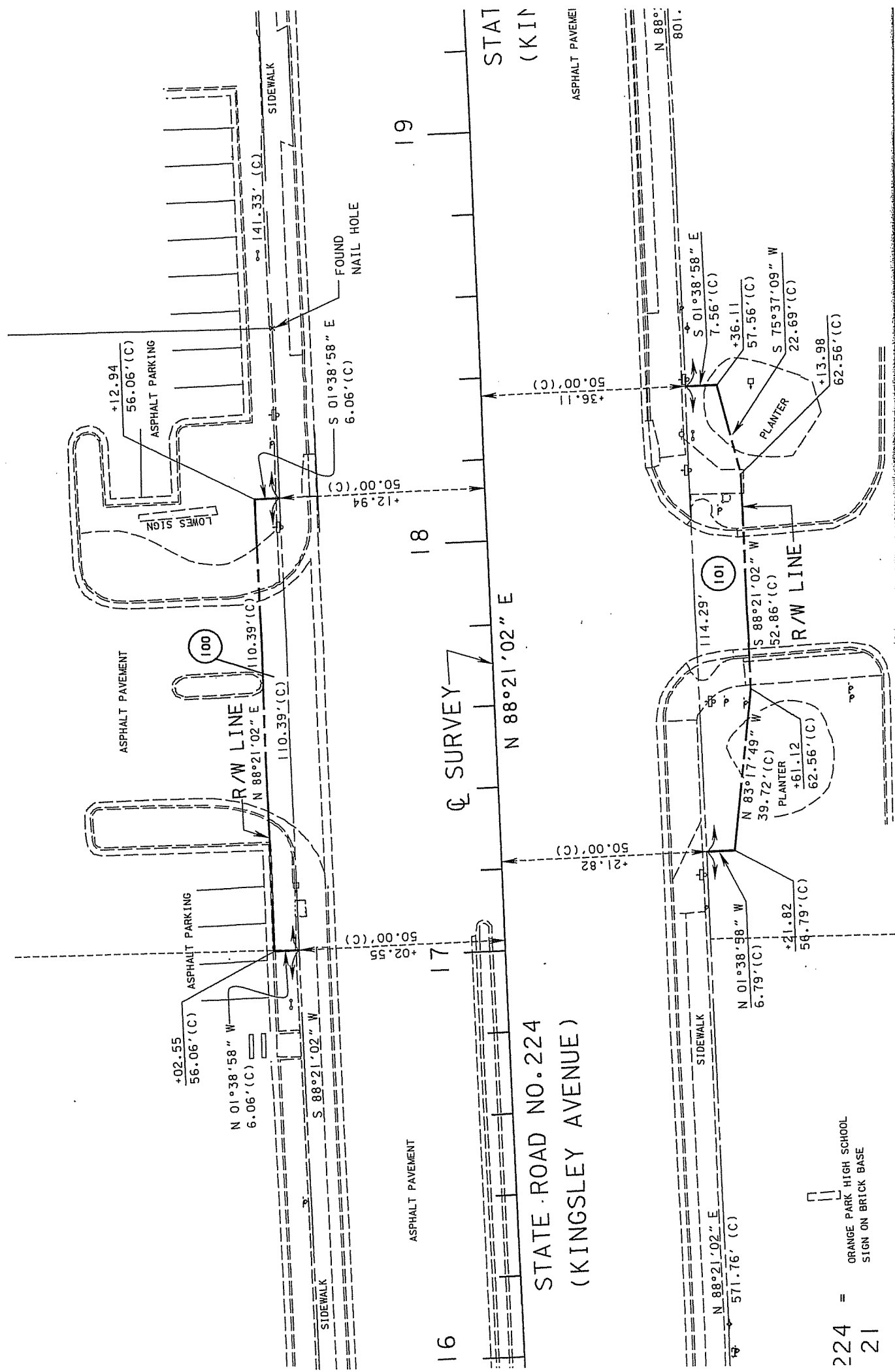
Market value should be allocated as follows:

LAND	\$21,600
IMPROVEMENTS	\$ 3,100
NET DAMAGES &/OR COST TO CURE	\$ <u>400</u>
TOTAL	\$25,100

LAND AREA: (Ac/SF) 1,267 Square Feet
 Land Use: School

December 14, 2005
 Date

Richard C. Allen Sr., MAI
 State Certified General Appraiser RZ 0000411



STAT (KIN)

ASPHALT PAVEMENT

N 88° 801.

16

17

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STATE ROAD NO. 224
(KINGSLEY AVENUE)

ORANGE PARK HIGH SCHOOL
SIGN ON BRICK BASE

224 =
21