

## RESOLUTION

**A RESOLUTION OF THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, FINDING THAT A PARCEL OF LAND LOCATED ON THE CAMPUS OF LAKE ASBURY ELEMENTARY 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 CLAY COUNTY BOARD OF COUNTY COMMISSIONERS.**

**WHEREAS**, the School Board of Clay County, Florida, is owner of a parcel of property located on the campus of Lake Asbury Elementary School, 2901 Sandridge Road, Green Cove Springs, Clay County, Florida, a description of which property is attached hereto as Exhibit "A," and which property is located on the west side of Lake Asbury Elementary School on Henley Road (also known as County Road 739) and consists of a strip of land containing approximately 840 square feet, and

**WHEREAS**, the Clay County Board of County Commissioners intends to take ownership of said subject property for its own use by eminent domain, and

**WHEREAS**, the Clay County Board of County Commissioners intends to utilize said parcel of property for Henley Road Expansion, and

**WHEREAS**, it would be in the best interest of the School Board of Clay County, Florida, to sell said property to the Clay County Board of County Commissioners rather than go through prolonged eminent domain proceedings, the result of which would be that the Clay County Board of County Commissioners 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 Clay County Board of County Commissioners, with such selling price being \$6,100.00 as is supported by an appraisal by a qualified professional and with Clay County Board of County Commissioners 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 November, 2010, by the School Board of Clay County, Florida.

**SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

By \_\_\_\_\_  
**FRANK FARRELL**

By \_\_\_\_\_  
**LISA GRAHAM**

By \_\_\_\_\_  
**CAROL STUDDARD**

By \_\_\_\_\_  
**CAROL VALLENCOURT**

By \_\_\_\_\_  
**STEPHANIE VAN ZANT**

**ATTEST:**

\_\_\_\_\_  
**BEN H. WORTHAM**, Superintendent

**CLAY COUNTY  
PURCHASE AGREEMENT**  
[Fee Simple Title]

Project:	Henley Road
County Project No.	101-9721-000
County:	Clay
Parcel(s) No.:	53-123
Interest Conveyed:	Fee Simple Title

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, 2010, by **The School Board of Clay County, a political subdivision of the State of Florida** hereinafter called "Seller" and **CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, hereinafter called "Purchaser";

**WITNESSETH**

For and in consideration of mutual covenants and conditions herein contained, Seller agrees to sell and Purchaser agrees to buy the following described property (the Property) upon the following terms and conditions:

**I. DESCRIPTION:** The Property is Parcel 53-123 as shown on the right of way plans for the Henley Road Project prepared by Mulkey Engineers & Consultants dated 06-08-10 Project No. 101-9721-000, which is incorporated herein by reference.

**II. PURCHASE PRICE:** The purchase price, including fees and costs, payable by Purchaser for the purchase of the Property (the Purchase Price) is itemized as follows:

Land and Improvements	\$5,075.00
Real Estate Damages (Severance/Cost-to-Cure)	\$00.00
Attorney Fees / Costs	\$00.00
Incentive to Settle	\$1,025.00
<b>TOTAL PURCHASE PRICE INCLUDING FEES AND COSTS</b>	<b>\$6,100.00</b>

All Purchase Agreements involving purchase prices not already approved are subject to Board of County Commissioners for Clay County approval

**III. CLOSING:** The closing on the purchase and sale of the Property (the Closing) shall take place within sixty days following the date first above-written. Purchaser shall select the Closing date by giving Seller reasonable notice thereof. Purchaser designates American Acquisition Group, LLC or its title subconsultant American Government Services Corporation (the Closing Agent), to handle the Closing. The Closing shall occur in the offices of the designated Closing Agent, or such other place as may be mutually agreed upon.

**IV. TITLE:** Title to the Property is subject to the following lien(s) of record: **NONE**. The Property must be released from the foregoing lien(s), and any sums required by the lienholder(s) for the release will be deducted from the Purchase Price and paid to such lienholder(s). Seller covenants to cooperate with Purchaser in obtaining the release of the lien(s). Seller covenants that at the Closing there shall have been no change in the condition of the title to the Property as of the day and year first above-written. This covenant shall survive the Closing or any termination of this Agreement without a Closing.

**V. PRORATIONS AND CLOSING COSTS:** All property taxes and assessments on the Property for 2010 shall be prorated as of the date of the Closing based on a tax proration from the Clay County Tax Collector. Except for Seller's closing costs below, Purchaser shall pay all costs required to close on its purchase of the Property. Purchaser shall also pay Seller's costs and attorney's fees as itemized in Section II above. Seller's closing costs shall be deducted from the Purchase Price at the Closing and disbursed to the appropriate payee, and shall consist of:

- (a) The sum(s) payable to the holder(s) of the foregoing lien(s) to obtain release(s) as to the Property;
- (b) Any commission payable to Seller's real estate broker, if any;
- (c) Seller's portion of the prorated property taxes and assessments on the Property for 2010; and,

(d) All unpaid ad valorem property taxes and assessments levied on the Property for 2009 and all prior years, including any penalties, interest and costs thereon.

**VI. DEED AND POSSESSION:** At the Closing Seller shall deliver possession of the Property to Purchaser and convey to Purchaser good and marketable fee simple title to the Property by recordable general warranty deed free and clear of all encumbrances except for the following: Grant of Easement in favor of Clay Utility Authority dated February 24, 2005 and recorded March 21, 2005 in ORB 2502/2191; Grant of Easement in favor of Clay County Utility Authority dated September 21, 2006 and recorded October 12, 2006 in ORB 2803/1373; both of the Public Records of Clay County, Florida.

**VII. REMEDIES:** If this Agreement is materially breached by either party, the other may declare this Agreement terminated, or may waive such breach. If either party fails to fully perform any or all of the several covenants provided herein, then, at its sole option, the other shall be entitled to the remedy of specific performance or suit for damages for breach of contract. The prevailing party shall recover reasonable attorney's fees expended in any suit to interpret this Agreement, to enforce any covenants arising hereunder, for specific performance or for damages. It is the intent of the parties that all remedies provided herein shall be mutually available. Time is of the essence.

**VIII. NOTICES:** Any notice required or permitted under this Agreement shall be deemed delivered upon hand delivery or upon deposit with the U.S. Postal Service as postage prepaid first class U.S. Mail addressed as follows:

<p>Seller:</p> <p>The School Board of Clay County, Florida Lake Asbury Elementary 900 Walnut Street Green Cove Springs, FL 32043-3129</p>	<p>Purchaser:</p> <p>D. Wade Brown American Acquisition Group, LLC 5600 Mariner Street, Suite 104 Tampa, FL 33609</p>
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**IX. GENERAL PROVISIONS:** This Agreement shall be governed under Florida law. This Agreement contains the entire agreement between the parties hereto, and no statement or representation of the parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be deemed to supersede any provisions hereof. No waiver by either party of any failure or refusal to comply with its obligations by the other party shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

**X. BROKER:** Seller shall remain solely liable and responsible for any and all real estate broker commissions that may arise from or out of the transaction contemplated under this Agreement that have not been deducted from the Purchase Price and paid at the Closing. Regardless of whether the Closing occurs, Seller shall hold Purchaser harmless and fully indemnify and defend Purchaser from and against any and all claims, causes or actions asserted against Purchaser by any real estate broker for any costs, expenses, commissions or other fees arising out of or related to the transaction contemplated under this Agreement, except with respect to any such broker with whom Purchaser has a separate written agreement applicable or pertaining to said transaction. This paragraph shall survive the Closing or any termination of this Agreement without a Closing. The indemnity on the part of Seller to defend the Purchaser shall include the duty to retain competent counsel acceptable to Purchaser, and to pay all attorneys fee and costs related to said counsel's representation of Purchaser through and including any appeals.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to have been executed as of the day and year first above-written.

Seller: The School Board of Clay County, Florida, a political subdivision of the State of Florida

Purchaser:

Clay County, a political subdivision of the State of Florida

\_\_\_\_\_  
(Signature of Chairman)  
By Its Chairman, \_\_\_\_\_  
(Printed Name of Chairman)  
\_\_\_\_\_

By: \_\_\_\_\_  
Fritz A. Behring  
County Manager, Clay County, Florida

NAME

"EXHIBIT A"

**Parcel 53**

Being a portion of Section 21, Township 5 South, Range 25 East, lying in Clay County, Florida, also being a portion of those lands described and recorded in Official Records Book 905, Page 221 of the public records of said county, being further described as follows:

**PARCEL 53-123            FEE SIMPLE**

Commencing at the northwest corner of Lot 5, Meadow Lake, as recorded in Plat Book 22, Pages 72-75 of said public records said point also lying on the southerly line of the lands described and recorded in Official Records Book 905, Page 221 of the public records of said county; Thence along said southerly line S 89° 33' 49" W a distance of 286.15 feet to the Point of Beginning. Thence from the Point of Beginning, continuing along said southerly line, S 89° 33' 49" W a distance of 14.00 feet to a point lying on the easterly Right-of-Way of Henley Road (CR 739), Thence along said easterly Right-of-Way line, N 00° 24' 29" W a distance of 60.00 feet to a point on the northerly line of the lands described and recorded in Official Records Book 905, Page 221; Thence along said northerly line, N 89° 33' 49" E a distance of 14.00 feet to a point; Thence leaving said northerly line and with a new line, S 00° 24' 29" E a distance of 60.00 feet and the Point of Beginning.

Said description containing 840.00 Sq. Ft. more or less.

~~**PARCEL 53-850            PERMANENT SLOPE EASEMENT**~~

~~Commencing at the northwest corner of Lot 5, Meadow Lake, as recorded in Plat Book 22, Pages 72-75 of said public records said point also lying on the southerly line of the lands described and recorded in Official Records Book 905, Page 221 of the public records of said county; Thence along said southerly line S 89° 33' 49" W a distance of 242.06 feet to the Point of Beginning. Thence from the Point of Beginning, continuing along said southerly line, S 89° 33' 49" W a distance of 44.09 feet to a point; Thence, N 00° 24' 29" W a distance of 60.00 feet to a point on the northerly line; Thence along said northerly line, N 89° 33' 49" E a distance of 39.59 feet to a point; Thence leaving said northerly line, S 04° 41' 42" E a distance of 60.17 feet and the Point of Beginning.~~

~~Said description containing 2,510.3 Sq. Ft. more or less.~~

**SUBJECT:** PROJECT NAME :Henley Road  
PROJECT NO. :101-9721-000  
COUNTY ROAD :739  
COUNTY :Clay  
PARCEL :53

## **IMPORTANT NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO  
POTENTIAL BUYERS AND SELLERS OF REAL ESTATE**

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### **NO BROKERAGE RELATIONSHIP NOTICE**

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**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO  
BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE  
THEIR DUTIES TO SELLERS AND BUYERS**

As a real estate licensee who has no brokerage relationship with you, American Acquisition Group, LLC.  
and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer
3. Accounting for all funds entrusted to the licensee.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner's Signature



**CLAY COUNTY  
FLORIDA**

**Board of County  
Commissioners**

477 Houston Street  
Green Cove Springs, FL  
32043-1365

Phone (904) 278-6300  
Fax (904) 278-3706

**County Manager**  
Fritz A. Behring

**Commissioners**

Wendell D. Davis  
District 1

Douglas P. Conkey  
District 2

W. Travis Cummings  
District 3

T. Chereese Stewart  
District 4

Ronnie E. Robinson  
District 5

**Switchboard**

GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

**WRITTEN OFFER PURSUANT TO FLORIDA STATUTES §73.015**

October 11, 2010  HAND DELIVERED BY \_\_\_\_\_  
 CERTIFIED MAIL 70093410000134090834

The School Board of Clay County, Florida  
Lake Asbury Elementary  
900 Walnut Street  
Green Cove Springs, FL 32043-9541

Attn: Phil Han, Planning & Construction

RE: Name of Project: Henley Road, Clay County  
Parcel Numbers: 53-123, 53-850, 53-851

Dear Mr. Han:

As you are aware, Clay County is in the process of acquiring the necessary right-of-way for the above-referenced project. To that end an appraisal report has been completed for your property for the necessary 840 square feet, including any and all improvements that are affected by the fee acquisition and the necessary 2524.02 square feet, including any and all improvements that are affected by the slope easement. The Fair Market Value is as follows:

FEE	840 square feet	
	Land	\$ 600.00
	Improvements	\$ 4,475.00
	Cost to Cure	\$ 00.00
		\$ 5,075.00
<hr/>		
<del>SLOPE EASEMENT</del>	<del>2,524.02 square feet</del>	
	<del>Land</del>	<del>\$ 900.00</del>
	<del>Improvements</del>	<del>\$ 675.00</del>
	<del>Cost to Cure</del>	<del>\$ 800.00</del>
		<del>\$ 2,375.00</del>

In addition to the Fair Market Value, the Board of County Commissioners has authorized an incentive amount of \$1,025.00 for the fee acquisition and \$1,025 for the slope easement to add to Fair Market Value. This offer is part of our desire to encourage a settlement without the need for litigation, and will reduce the time and cost necessary to acquire the property.

This written unconditional offer in the amount of \$9,500.00 for the described parcel is made by Clay County which includes the incentive amount, shall be the initial offer made in accordance with Florida Statute 73.015. The Fair Market Value and authorized incentive is:

FEE	840 square feet	\$6,100.00
<del>SLOPE EASEMENT</del>	<del>2,524.02 square feet</del>	<del>\$3,400.00</del>

Please note Clay County is willing to pay reasonable hourly attorney fees and expert costs if you accept this incentive offer.

Under Federal and State law, you are entitled to certain rights and protections when the County must acquire real estate from you under the threat of condemnation. The following is a summary of your rights:



- That within fifteen (15) business days after receipt of a request from you, Clay County will provide you with a copy of the appraisal report for the property sought for the project, copies, to the extent prepared, of the right-of-way maps that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict the project improvements that will be constructed on the property and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection details.
- We will make a written offer to you to purchase the property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least thirty (30) days after you receive the County's initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes the value for the real estate acquired together with damages, if any, to you remaining property.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the County's acquisition.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the County. As previously mentioned, the County will pay for certain types of services. However, by law, there are limitations placed on what the County can pay. If you incur expenses greater than those allowed by law, you may be responsible for the difference. Before you enter into binding agreements for services related to our acquisition, you are encouraged to contact this office and allow us to fully explain our reimbursement process. You will find a more thorough discussion of the reimbursement of fees and costs in the enclosed documentation. You are encouraged to read this information carefully.

Should you have any questions regarding this matter, do not hesitate to contact this office at 813-287-8191 or 800-954-0369.

Enclosed please find the appraisal report prepared by L. Burl Wilson, MAI, who prepared the appraisal on your property, a copy of the right-of-way map and legal descriptions of the parcels being acquired.

Also enclosed is documentation explaining your rights, options, and the process we must follow by law in acquiring the property. (Chapter 73, Florida Statutes – copy enclosed).

Please be advised the incentive offer remains valid for thirty (30) days from the receipt of this offer.

Sincerely yours,  
 Shawn Thomas  
 Project Coordinator  
 Clay County Board of County Commissioners

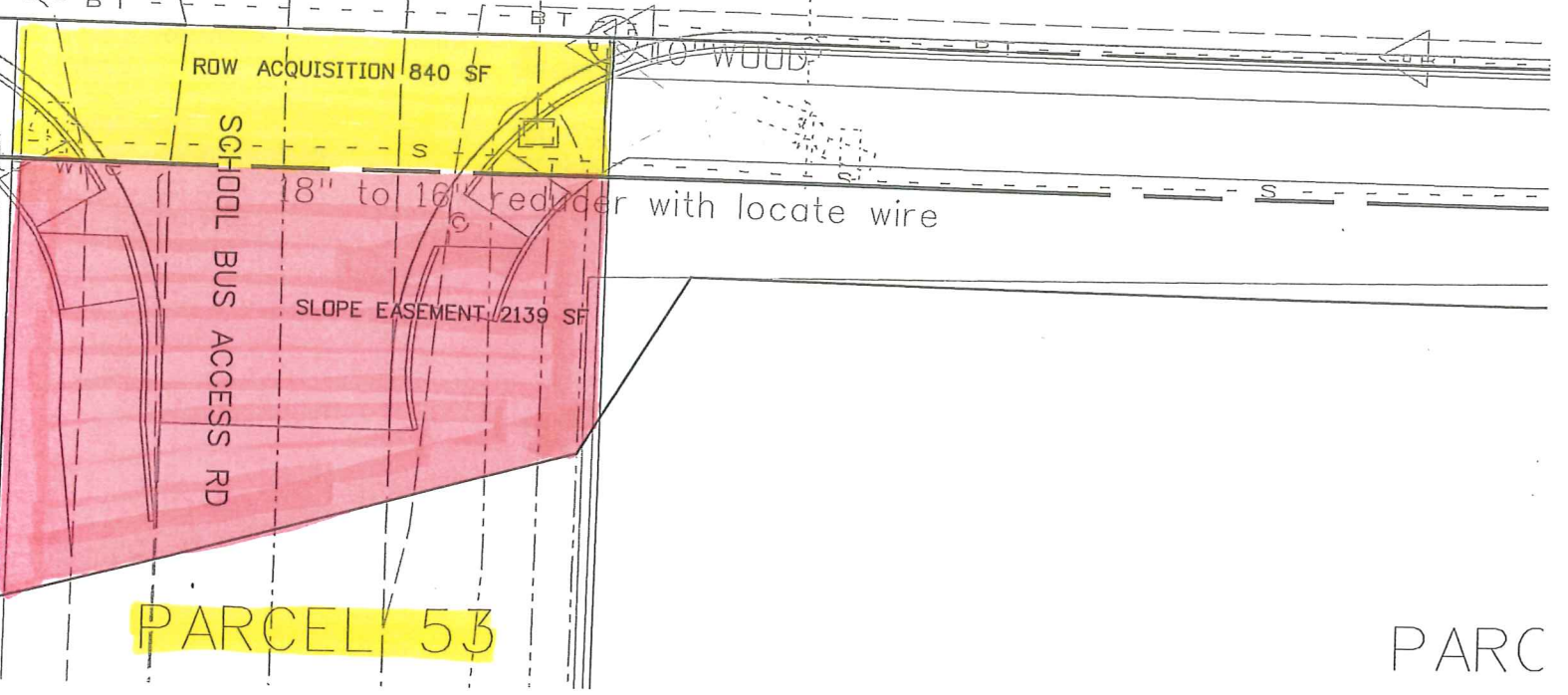
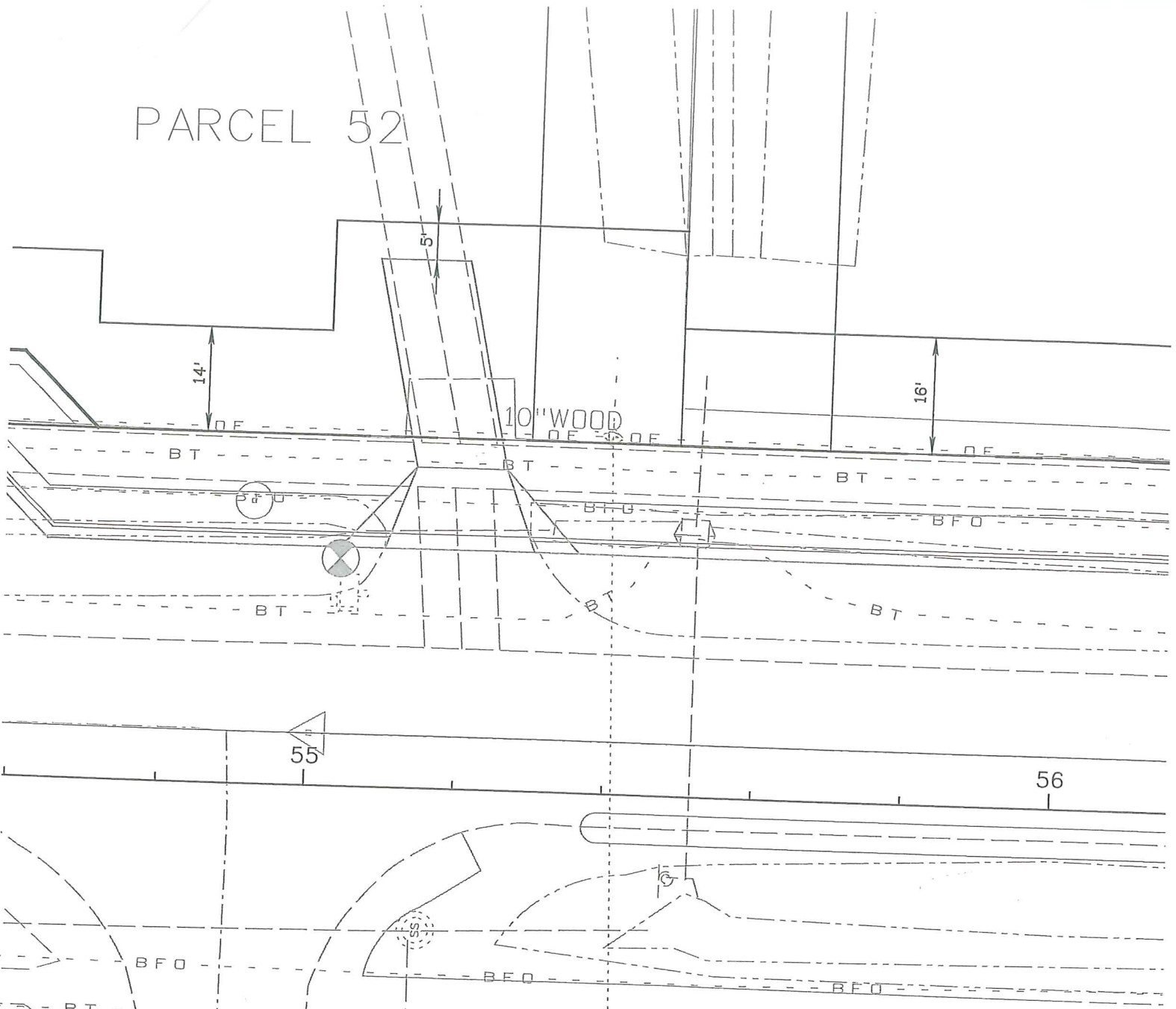


BY: D. Wade Brown, SR/WA, RW-NAC, RW-RAC  
 Consultant Project Manager  
 American Acquisition Group LLC

Enclosures: Offer Letter, Legal Description of Fee and Slope Easement, ROW Map, Chapter 73-Florida Statutes, Appraisal and No Broker Relationship Notice

cc: Personally Delivered \_\_\_\_\_  
 Records Management Received by: \_\_\_\_\_

PARCEL 52



PARCEL 53

PARC