



AMERICAN GOVERNMENT SERVICES

TITLE RESEARCH
ACQUISITION
CLOSINGS
TITLE INSURANCE
CONDEMNATION
REAL ESTATE STAFFING
PROJECT MANAGEMENT

January 13, 2011

Phil Hans
The School Board of Clay County
Facilities Planning and Construction
925 Center Street
Green Cove Springs, FL 32043

Project: Henley Road
Parcel: 53

Dear Mr. Hans:

Per my e-mails today, enclosed you will find the closing documents required for completion of the sale of property and granting of easement to Clay County. Please have the documents executed (after approved at the next School Board meeting) and returned in the enclosed FEDEX envelope.

Once the fully executed documents are received, I will close the file and disburse the proceeds via escrow check to you.

Please contact me with any questions.

Sincerely,

Wendi McAleese
Closing Agent

CLOSING STATEMENT

PROJECT: Henley Road PURCHASER: Clay County Board of County Commissioners PARCEL NO.: 53-123 (fee)
53-850 & 53-851
(easement)

PROJECT NUMBER: 101-9721-000

DATE OF CLOSING: February 16, 2011

SELLER(S) The School Board of Clay County, a political subdivision of the State of Florida

PROPERTY DESCRIPTION See Exhibit A (fee) and Exhibit B (easement)

SUMMARY OF SELLER'S TRANSACTION

		<u>CREDITS</u>	
(1)	Land/Improvements (fee)	(1)	\$ 5,075.00
(2)	Real Estate Damages (Severance/Cost-to-Cure) (fee)	(2)	\$ 00.00
(3)	Attorney Fees/Costs (fee)	(3)	\$ 00.00
(4)	Incentive to Settle (fee)	(4)	\$ 1,025.00
(5)	Land/Improvements (easement-850)	(5)	\$ 1,475.00
(6)	Real Estate Damages (Severance/Cost-to-Cure) (easement-850)	(6)	\$ 800.00
(7)	Attorney Fees/Costs (easement-850)	(7)	\$ 00.00
(8)	Incentive to Settle (easement-850)	(8)	\$ 1,025.00
(9)	Land/Improvements (easement-851)	(5)	\$ 100.00
(10)	Real Estate Damages (Severance/Cost-to-Cure) (easement-851)	(6)	\$ 0.00
(11)	Attorney Fees/Costs (easement-851)	(7)	\$ 0.00
(12)	Incentive to Settle (easement-851)	(8)	\$ 00.00
TOTAL CREDITS (DUE FROM PURCHASER)		(9)	\$ 9,500.00
		<u>DEBITS</u>	
(10)	1 st Mortgage pay-down – N/A	(10)	\$ N/A
(11)	2 nd Mortgage pay-down – N/A	(11)	\$ N/A
(12)	Ad Valorem Taxes – N/A	(12)	\$ N/A
(13)	Delinquent Taxes	(13)	\$ N/A
TOTAL DEBITS		(14)	\$ 0.00
CREDITS LESS DEBITS		(15)	\$ 9,500.00
AMOUNT WITHHELD		(16)	\$ N/A
AMOUNT DUE TO SELLER AT CLOSING		(17)	\$9,500.00

PURCHASER'S EXPENSES

Recording fees (conveyance documents - deed, easements)	(18)	\$ 81.00
Recording fees (mortgage documents – N/A)	(19)	\$ 0.00
TOTAL PURCHASER'S EXPENSES	(20)	\$ 81.00
TOTAL DUE FROM PURCHASER	(19)	\$ 9,581.00

Sellers:
The School Board of Clay County,
Florida

Purchaser:
Clay County Board of County Commissioners

Closing Agent:

By: _____
Frank Farrell

By: _____
D. Wade Brown, Authorized Signatory

Wendi McAleese

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.

All as shown on Right-of-Way Maps entitled "RIGHT OF WAY MAP – CLAY COUNTY ENGINEERING DEPARTMENT – C.R. No. 739 HENLEY ROAD", Sheet 7 of 16, dated 6/08/2010 and revised 00/00/00, as prepared by Mulkey Engineers & Consultants.

Exhibit B

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 53-850 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.

PARCEL 53-851 PERMANENT SLOPE EASEMENT

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Said description containing 13.72 Sq. Ft. more or less.

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**Warranty Deed
Individual**

This instrument prepared by:

William C. Miller
American Acquisition Group, LLC
5600 Mariner Street, Suite 104
Tampa, Florida 33609

Property Appraiser's Parcel ID (Folio)
A portion of Number: 21-05-25-010094-001-00
Project /Parcel Number: Henley Road/Parcel 53-123

THIS WARRANTY DEED made the ____ day of _____, A.D. 2011 by The School Board of Clay County, Florida, a political subdivision of the State of Florida, whose address is Lake Asbury Elementary, 900 Walnut Street, Green Cove Springs, FL 32043-3129, hereinafter called the grantor, to CLAY COUNTY, A Political Subdivision of the State of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida, 32043, hereinafter called the grantee:

(Wherever used herein the terms "grantors" and grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Clay County, State of Florida, viz:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE
MADE A PART HEREOF.**

The purpose of this conveyance is to provide additional right-of-way for Henley Road.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

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

BY: _____
Frank Farrell, as Chairman

1st Witness signature

1st Witness print name

2nd Witness signature

2nd Witness print name

STATE OF _____

COUNTY OF _____

I **HEREBY CERTIFY** that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Frank Farrell, as Chairman of The School Board of Clay County, a political subdivision of the State of Florida, on behalf of said school board (who has produced _____ as identification) OR (is known personally to me) to be the person described in and who executed the foregoing instrument and who did/did not take an oath; and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 2010.

SEAL

Notary Signature

My Commission Expires:

Exhibit A

Parcel 53

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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.

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PERMANENT EXCLUSIVE SLOPE EASEMENT

THIS PERMANENT EASEMENT, made and executed this _____ day of _____, 2011, by and between **The School Board of Clay County, Florida, a political subdivision of the State of Florida**, whose mailing address is Lake Asbury Elementary, 900 Walnut Street, Green Cove Springs, Florida, 32043-3129, hereinafter called **GRANTOR**, and **Clay County, a political subdivision of the State of Florida**, hereinafter called **GRANTEE**.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE, its successors and assigns forever, an **EXCLUSIVE PERPETUAL SLOPE EASEMENT** for the purpose of modifying the elevation with the right to construct, grade, excavate and/or add fill material to the easement area in, over and upon the following described land of the GRANTOR, to-wit:

See Exhibit "A" attached hereto and made a part hereof

GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR hereunto sets their hand and seal this first date written above.

**Signed and Sealed in the presence
of two witnesses as required by law:**

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

**BY: _____
Frank Farrell, as Chairman**

First Witness
Print Name: _____

Second Witness
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Frank Farrell, as Chairman of The School Board of Clay County, Florida, a political subdivision of the State of Florida on behalf of said school board, who is personally known to me or who has produced _____ as identification and did not take an oath. If no type of identification is indicated, the above-referenced person(s) are personally known to me.

Notary Public

Print Name
Commission No. _____
Expiration Date _____

(SEAL)

Prepared By: D. Wade Brown
American Acquisition Group, LLC
5600 Mariner Street, Suite 104
Tampa, FL 33609

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 53-850 PERMANENT SLOPE EASEMENT

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

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TITLE, POSSESSION & LIEN AFFIDAVIT
(Corporation)

Frank Farrell ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the CLAY COUNTY, a political subdivision of the State of Florida ("Purchaser"), and to American Government Services Corporation, and American Acquisition Group, LLC (collectively, "Escrow Agent"), to induce Purchaser to purchase and Escrow Agent to close the fee simple title for that certain real property described below, and Affiant further states:

1. That the Affiant is the Chairman of The School Board of Clay County, Florida, a political subdivision of the State of Florida, ("Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.
2. Seller is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").
3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Purchaser in this transaction pursuant to the title commitment issued in this transaction.
4. There are no matters pending against the Seller that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the last title insurance commitment effective date, and the recording of the fee simple title to be insured, and the Seller has not and will not execute any instrument that would adversely affect the fee simple title to be insured.
5. Seller has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Seller knows of no defects in the fee simple title to the Property.
6. No "Notice of Commencement" has been recorded which pertains to the Property since the last title insurance commitment effective date, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental authority. Should any bill be found which relates to the period of Seller's possession, Seller will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental authority.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
10. If this is improved Property that Seller is the owner of, there are no claims, liens or security interests whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the Property and sold as part of this transaction. All tangible personal property taxes are paid in full.
11. There are no existing contracts for sale affecting the Property except for the contract between Seller and Purchaser.
12. There is no civil action pending which involves the Property in any way.
13. There are no federal tax claims, liens or penalties assessed against the Seller either individually or in any other capacity.
14. No proceedings in bankruptcy have ever been brought by or against Seller, nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
15. The real estate taxes will be paid to the date of closing pursuant to Section 196.295, Florida Statutes.
16. That Seller is not a "non-resident alien" for the purposes of United States income taxation, nor is Seller a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations); that Seller's F.E.I.D. Number is _____; that Seller understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Purchaser; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
17. Seller has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. Seller has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.
18. This Affidavit is executed in duplicate, each of which shall be considered an original, with one original to be delivered to the Purchaser and one original to be delivered to the title insurer.

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the Purchaser to close and the Escrow Agent to disburse the proceeds of the sale. Seller intends for Purchaser and the closing agent to rely on these representations.

Frank Farrell, Affiant

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2011, by Frank Farrell, as Chairman of The School Board of Clay County, Florida, a political subdivision of the State of Florida, on behalf of said school board. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver license.
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit A

Parcel 53

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