

Board of County Commissioners Agenda Request

Date of Meeting: May 3, 2016

Date Submitted: April 20, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
David Weiss, County Attorney

Subject: Purchase of property located on Salem Road, Gadsden County, Florida (± 2 acres of Parcel ID No. 2-12-3N-3W-0000-00242-0000) for use as a Fire Station, and authorization for and authorization for the Chairperson to execute the Contract, Closing Statement, and all other documents and instruments related to the purchase of the Property

Statement of Issue:

This agenda item seeks Board approval to purchase property located on Salem Road, Gadsden County, Florida (± 2 acres of Parcel ID No. 2-12-3N-3W-0000-00242-0000) for use as a Fire Station, and authorization for the Chairperson to execute the Contract, Closing Statement, and all other documents and instruments related to the purchase of the Property.

Background:

The County has been seeking to purchase property suitable to establish a fire station in the Greenshade-Dogtown community. The owners of the Property have offered to sell the Property to the County for \$5,000.00. The Property consists of approximately 2 unimproved acres.

Analysis:

The Property is located on Salem Road, Gadsden County, Florida, and would be suitable for use as a Fire Station to serve the Greenshade-Dogtown community. The Property consists of ± 2 acres of Parcel ID No. 2-12-3N-3W-0000-00242-0000. The contract is contingent on the owners having the Property legally subdivided.

Fiscal Impact:

The purchase price of the Property is \$5,000.00. The County is also responsible for all closing costs.

Options:

1. Approve the purchase of the Property located on Salem Road, Gadsden County, Florida (\pm 2 acres of Parcel ID No. 2-12-3N-3W-0000-00242-0000) per the terms of the Contract, and authorize the Chairperson to sign the Contract, Closing Statement, and all other documents and instruments related to the purchase of the Property.
2. Do not approve the purchase of the property.
3. Board Direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Contract
2. Parcel printout and map

CONTRACT FOR SALE AND PURCHASE

PARTIES: CRYSTAL A. WILLIAMS, (the "Seller"), whose mailing address is 6303 Merriewood Drive, Orlando, FL 32818, and whose telephone number is _____; and GADSDEN COUNTY, FLORIDA a political subdivision of the State of Florida, (the "Buyer") whose mailing address is Post Office Box 1799, Quincy, Florida 32351, Attn: Robert Presnell, and whose telephone number is (850) 875-8650, hereby agree that the Seller shall sell and the Buyer shall buy the following described real property (the "Property"), upon the following terms and conditions:

1. **DESCRIPTION:** ±2 acres at or near the northeast corner of the property abutting the south side of Salem Road, Gadsden County, Florida, identified by Tax Parcel ID No. 2-12-3N-3W-0000-00242-0000 (surveyor to draft legal description at Buyer's instruction).
2. **PURCHASE PRICE:** \$5,000.00
(to be paid by Buyer via cashier's check or wire transferred funds
subject to adjustments and prorations)
3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE:** If this offer is not executed and delivered to all parties on or before the 30th day of May, 2016, then this offer shall be considered withdrawn. The effective date (the "Effective Date") of this Contract for Sale and Purchase (the "Contract") will be the date when the last one of the parties has signed this offer.
4. **TITLE INSURANCE:** Buyer, at Buyer's expense, shall obtain not later than thirty (30) days after the Effective Date of this Contract, a Title Insurance Commitment, with the premium for the owner's title insurance policy to be issued at closing to be paid by Buyer. The Title Insurance Commitment shall be issued by the Florida licensed title insurer agreeing to issue to Buyer, upon recording of the Deed from Seller to Buyer, an Owner's Policy of Title Insurance in the amount of the purchase price insuring Buyer's Title to the Property, subject only to liens, encumbrances, easements, exceptions or qualifications, set forth in this Contract. Marketable Title shall be determined according to applicable Title Standards adopted by the Florida Bar and in accordance with law. Buyer shall have fifteen (15) days from date of receiving the Title Commitment to examine it. If title is found unmarketable or not in compliance with the provisions of this Contract, Buyer shall within said fifteen (15) days, notify Seller in writing specifying the defect(s). Seller will have thirty (30) days from receipt of such notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or terminating this Contract, whereupon this Contract, and the rights and obligations of the parties hereunder, shall terminate, except those which expressly survive the termination of this Contract. Seller shall, if title is found unmarketable, use diligent effort to correct such title defect(s) within the time provided therefor, but not including the institution of any suit or proceeding.
5. **SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of Title and to examine same, may have the Property surveyed and certified to the Buyer and its

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title insurance company by a registered Florida surveyor. If survey shows encroachment on the Property, or improvements located on the Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants or applicable governmental regulation, the same shall constitute a title defect.

6. **CLOSING:** This transaction shall be closed, the Deed, other closing papers and possession delivered, and the purchase price paid on or before **90 days from the Effective Date hereof**, unless extended by other provisions of this Contract. Closing shall be held at the law offices of Ausley & McMullen, P.A., 123 South Calhoun Street, Tallahassee, Florida 32301, or at such other place as is mutually agreed to between the parties. Unless otherwise agreed, closing shall take place between the hours of 8:00 a.m. and 5:00 p.m., and not on a Saturday, Sunday or national holiday. Closing documents may be executed remotely so long as original documents are returned prior to closing.
7. **CONVEYANCE; TITLE; RESTRICTIONS AND USE:** Seller shall convey the Property by statutory warranty deed, unless otherwise provided, subject to: (i) zoning, restrictions, prohibitions and other limitations imposed by governmental authority; (ii) public utility easements of record; (iii) taxes for the year of closing and subsequent years; and (iv) such other matters as are approved by Buyer provided none of the foregoing shall prevent the use of the Property for public uses and purposes.
8. **CONDITION AND SUITABILITY OF PROPERTY:** Buyer shall have a **90 day** calendar period (the "Inspection Period") from the Effective Date, in which the Buyer, or his designated Agent(s) will be allowed to enter onto the Property, at reasonable times and with prior notice to Seller, to perform inspections and tests as Buyer deems necessary to determine, in Buyer's sole discretion, that the Property is suitable for Buyer's intended use, including but not limited to, surveys, soil borings, and environmental audits. Such inspections or interest shall be made at Buyer's sole expense. Should Buyer notify Seller or Seller's agent in writing prior to the expiration of the Inspection Period that the Property is not suitable, in Buyer's sole discretion, this Contract, and the rights and obligations of the parties shall terminate, except as to matters which expressly survive the termination of the Contract.
9. **SUBDIVISION OF PROPERTY:** This Contract is contingent upon the Seller having the Property legally subdivided by the Gadsden County Growth Management Department within sixty (60) days from the Effective Date of this Contract.
10. **HAZARDOUS SUBSTANCES:** Seller represents unto Buyer that Seller has no knowledge of any toxic, petroleum, asbestos or other hazardous substances having been stored, used or otherwise discharged or released on the subject Property.
11. **LEASES:** Seller warrants that there are no leases in effect for the Property.
12. **INGRESS AND EGRESS:** Seller warrants and represents that there is legal ingress and egress to the Property.

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13. **LIENS:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any mortgages, financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanics' liens executed by all general contractors, and all sub-contractors, suppliers and materialmen, in addition to a Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs or materials which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.
14. **TIME:** Time periods herein of less than three (3) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.
15. **EXPENSES:** Documentary stamps on the deed, recording of the Deed, title insurance premiums, and all other costs, fees and expenses relating to the closing shall be paid by Buyer. Seller shall pay for the costs of having the Property legally subdivided by the Gadsden County Growth Management Department. Each party shall pay its own attorneys' fees.
16. **TAXES AND ASSESSMENTS; PRORATION; CREDITS:** Seller shall be responsible for payment of taxes for the year 2015 on the Property, and Buyer shall be responsible for payment of taxes for the year 2016 on the Property. Seller shall be responsible for payment of taxes for the year 2016 on the ±18 acres of current Tax Parcel ID No. 2-12-3N-3W-0000-00242-0000, retained by Seller following subdivision. Any assessments on the Property shall be prorated through the day of closing with Buyer receiving the day of closing. Cash at closing shall be increased or decreased as may be required by proration. If current year's assessments are not available, then assessments will be prorated on the prior year's assessment.
17. **SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
18. **ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow, and, subject to clearance, disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds, shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall

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determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall, unless found to have defaulted under Agent's escrow and/or statutory duties, recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent, or reduced to judgment if said escrow funds are not available or are insufficient to pay the award. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent.

19. **ATTORNEY'S FEES; COSTS:** In connection with any litigation arising out of or instituted for the purpose of enforcing this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.
20. **CONDEMNATION:** If, prior to the closing hereof, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (hereinafter collectively referred to as a "Taking"), Seller shall give Buyer written notice of such, and Buyer shall have the option to either: (i) terminate this Contract; or (ii) proceed with the closing in accordance with the terms of this Contract. Buyer's written election shall be delivered to Seller not later than **15** days after receipt of written notice from Seller, but in any event prior to closing. If this contract is terminated as aforesaid, and neither party shall have any further rights or obligations to the other hereunder, except for any matters which specifically survive termination of this Contract. If Buyer does not elect to terminate this Contract as aforesaid, Seller agrees to assign to Buyer, at closing, all sums which are to be awarded for the Taking, and give credit for any deposits or payments already received by Seller, Buyer shall thereafter be entitled to receive and keep any award for such Taking by eminent domain.
21. **CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:** Neither this Contract, nor any notice of it, shall be recorded in any Public Records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party. Notices shall be sent to the parties at the addresses set forth in the opening paragraph of this Contract. Any notice required or provided for under this Contract shall be effective upon receipt by the addressee, upon hand delivery during regular business hours or mailed by certified mail, return receipt requested, express or similar receipted delivery, or confirmed facsimile.
22. **ENTIRE AGREEMENT:** This Contract sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes any and all prior and contemporaneous agreements and understandings, inducements or

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conditions, expressed or implied, oral or written, except as herein contained. This Contract may be modified only by an agreement in writing signed by the parties to this Contract.

23. **BROKERS:** Buyer and Seller represent to each other that neither have dealt with an undisclosed Broker in connection with this transaction, and that no commission is due from Seller or Buyer to any person except as agreed in writing by the party sought to be charged with such commission
24. **TIME OF ESSENCE:** TIME IS OF THE ESSENCE IN THIS CONTRACT AND THE OBLIGATIONS TO BE PERFORMED HEREUNDER.
25. **HEADINGS:** The headings on each paragraph and subparagraph are for the convenience of the parties and shall not be construed to alter or amend any provision of this agreement.
26. **GOVERNING LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of or instituted for the purpose of enforcing this Contract shall be in the county in which the Property is located.
27. **FACSIMILE/ELECTRONIC TRANSMISSION; COUNTERPART ORIGINALS:** A facsimile or electronically transmitted copy of this Contract and any signatures hereon, shall be considered for all purposes as originals. This Contract may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
28. **OTHER PROVISIONS:**

_____.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Buyer:

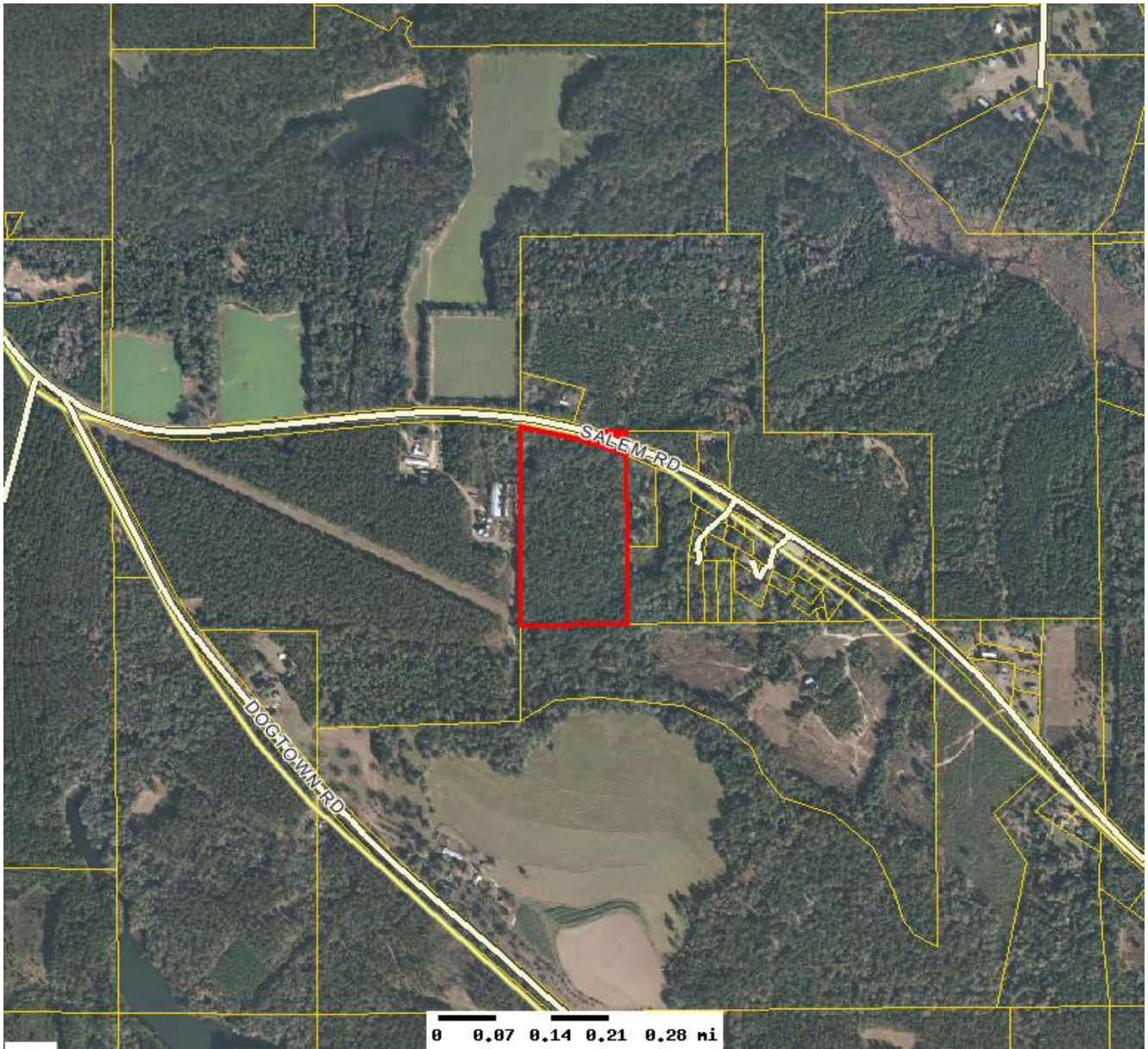
GADSDEN COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____
Brenda Holt, Chairperson, Gadsden
County Board of County Commissioners
(Date signed): _____

Seller:

CRYSTAL A. WILLIAMS
(date signed): _____

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Gadsden County Property Appraiser			
Parcel: 2-12-3N-3W-0000-00242-0000 Acres: 20.47			
Name:	WILLIAMS CRYSTAL A	Land Value	52,403
Site:	SALEM RD	Building Value	0
Sale:		Misc Value	0
Mail:	6303 MERRIEWOOD DR ORLANDO, FL 32818	Just Value	52,403
		Assessed Value	52,403
		Exempt Value	0
		Taxable Value	52,403



The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GADSDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

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