



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/25/2019 Meeting Date: 5/2/2019

Name: Ben Scott Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Ben Scott", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Property Acquisition - Agreement of Intent - \$742,320

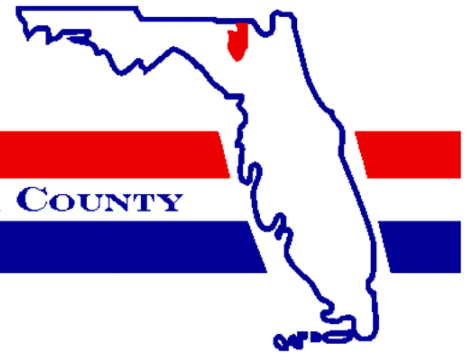
2. Recommended Motion/Action:

Approve agreement of intent to purchase real property in the amount of \$742,320

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 302-2117-525.60-63

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

TO: Commissioners
FR: Ben Scott, County Manager *Ben Scott*
DATE: 4/26/19
SUBJECT: Cannon Creek Land Purchase

Please find attached for your review and approval an agreement of intend to purchase 61.86 acres of land for the Cannon Creek Project at \$12,000 per acre (\$742,320). The attached appraisal valued the land at \$563,450 or \$9,000 per acre plus damages. This is the final parcel needed to proceed with the southern phase of the Cannon Creek Project. The budget to complete the project excavating and removing all dirt is as follows:

| | |
|----------------------|---------------------|
| Current Expenditures | \$ 753,478 |
| Construction | \$ 1,423,303 |
| Engineering | \$ 28,000 |
| Land | \$ 742,320 |
| Total | <u>\$ 2,947,101</u> |

At this time, I am requesting the approval of the agreement of intend to purchase 61.86 acres of land for the Cannon Creek Project for \$742,320.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

AGREEMENT OF INTENT

Seller, Thomas T. Demas & Luis Bacard, whose mailing address is PO Box 339, Coconut Grove FL 33133 and Thomas T. Demas and Feagle Family Ltd Partnership, whose mailing address is PO Box 1933, Lake City, FL 32056, and Buyer, **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereby agree that Seller will sell and Buyer will purchase upon the following terms, the following easement for real property in Columbia County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

1. **Purchase Price**: The purchase price payable at closing is \$12,000.00 per acre.
2. Agreement is entered into between the parties upon threat of eminent domain action
3. **Closing Costs**: Buyer will be responsible for obtaining evidence of title/title insurance, documentary stamps on warranty deed, recording deed, survey of property purchased, Buyer's appraisal, and recording partial release of mortgage, if any. Seller will be responsible for clearing title defects. Buyer will pay Seller's pro-rated portion of ad valorem taxes at closing on the parcel deeded to Buyer. Each party will pay their own attorney's fees.
4. **Closing Date**: This transaction will be closed within 90 days from the effective date of this agreement or after title defects have been cleared by Seller or the parties have obtained a partial release of mortgage where required.
5. **Effective Date**: This agreement shall become effective and binding upon the parties upon its approval by the Board of County Commissioners of Columbia County, Florida.

DATED this 3rd day of January, 2019.

COLUMBIA COUNTY, FLORIDA

Print: Thomas T. Demas

By: _____

Print: Ronald Williams

BUYER

Print: Luis Bacard

Marlin Feagle, G.P.
Feagle Family Ltd Partnership
Print: Marlin Feagle 10/25/17

SELLERS

EXHIBIT "A"

DESCRIPTION

Friday, September 22, 2017

FOR: 61.86 acres

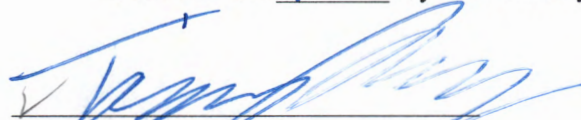
COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 7, Township 4 South, Range 17 East, Columbia County, Florida and run North 00°34'25" West along the West line of said Northwest 1/4 of the Southwest 1/4 of Section 7 a distance of 180.00 feet to the POINT OF BEGINNING; thence continue North 00°34'25" West still along said West line a distance of 1145.35 feet to the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 7; thence continue North 00°34'25" West along the West line of said Southwest 1/4 of the Northwest 1/4 of Section 7 a distance of 763.63 feet; thence South 89°40'21" East a distance of 671.74 feet; thence South 01°23'19" East a distance of 703.84 feet; thence North 85°17'42" East a distance of 1614.17 feet to a point on the West line of Block B of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida; thence South 01°22'53" East along said West line of Block B of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 503.39 feet; thence North 88°37'07" East along the South line of Block B of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 85.00 feet; thence South 01°22'53" East along the West line of Block B of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 225.31 feet; thence North 86°03'46" East along the South line of Block B of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 91.20 feet to the point of curve of a curve concave to the Northwest having a radius of 25.00 feet, a central angle of 87°23'13", a chord bearing of North 42°15'07" East, and a chord distance of 34.54 feet; thence Northeasterly along the arc of said curve a distance of 38.13 feet to the cusp of said curve and a point on the West Right-of-Way line of SW Deanna Terrace; thence South 01°22'53" East along said West Right-of-Way line of SW Deanna Terrace, a distance of 110.00 feet to a point on a curve having a radius of 25.00 feet, a central angle of 92°26'23", a chord bearing of North 47°37'34" West, and a chord distance of 36.10 feet; thence Northwesterly along the arc of said curve, being the North line of Block C of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 40.33 feet to the point of tangency; thence South 86°03'46" West along said North line of Block C of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 145.68 feet; thence South 01°22'53" East along the West line of said Block C of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 134.02 feet; thence South 83°00'33" West along the North line of said Block C of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida, a distance of 308.30 feet; thence South 86°11'33" West still along the North line of said Block C of Holly Brook Subdivision, a subdivision recorded in Plat Book 6, Page 109 of the Public Records of Columbia County, Florida and its Westerly extension, a distance of 1929.38 feet; thence South 00°34'25" East a distance of 415.79 feet to a point on the South line of the Northwest 1/4 of the Southwest 1/4 of Section 7; thence South 85°22'02" West along said South line of the Northwest 1/4 of the Southwest 1/4 of Section 7 a distance of 40.24 feet; thence North 19°22'45" West a distance of 185.66 feet to the POINT OF BEGINNING, Containing 61.86 acres, more or less.

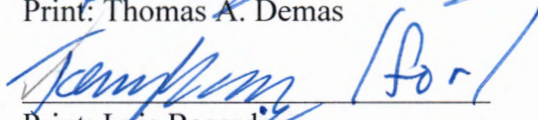
AMENDMENT TO AGREEMENT OF INTENT

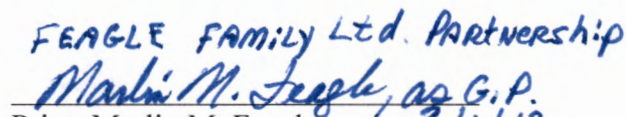
This document shall constitute an amendment to the agreement of intent between Thomas T. Demas, Luis Bacard and Feagle Family Limited Partnership "SELLER" and Columbia County, Florida "BUYER" dated as of the 3rd day of JANUARY 2019 as follows:

1. Notwithstanding the original agreement of intent, the closing date for this transaction will be extended to April 30, 2019.
2. Except as specifically and conflict herewith, all the terms conditions of the original agreement of intent shall remain in full force and effect.

DATED this 1st day of February, 2019


Print: Thomas A. Demas


Print: Luis Bacard

FEAGLE FAMILY LTD. Partnership

Print: Marlin M. Feagle 2/1/19

SELLERS

COLUMBIA COUNTY , FLORIDA

By: _____

Print: _____

BUYER