

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** May 19, 2026

**Agenda Item:** G.2

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>	\$0
<b>Division</b>	PLANNING	<b>Org/Account #</b>	21097011-061000-54621
<b>Subject:</b>	RESOLUTION 2026-XX APPROVING A RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT WITH JRB-PC, LLC		
<b>Presenter:</b>	Virginia Smith, MMC, CP, ACP, Land Management Administrator		
<b>Attachments:</b>	<ol style="list-style-type: none"><li>1. Resolution</li><li>2. Contract for ROW Purchase and Sale</li></ol>		
<b>Background:</b>	<p>JRB-PC, LLC is the property owner of Parcel ID 07-11-31-7063-RP0J2-0000, located at the corner of Belle Terre Blvd. and SR 100. As part of their commercial development, the city requires a portion of this parcel, 12 feet for road right-of-way along Belle Terre Blvd. This will be for a receiving lane to improve the intersection of Belle Terre Boulevard and SR 100.</p> <p>The City has agreed to provide future transportation impact fees credits to JRB-PC, LLC in exchange for the property, in an amount not to exceed \$410,000.</p>		
<b>Recommended Action:</b>	<b>ADOPT RESOLUTION 2026-XX APPROVING A RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT WITH JRB-PC, LLC</b>		

**RESOLUTION 2026-  
PURCHASE OF RIGHT-OF-WAY  
JRB-PC, LLC PROPERTY**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH JRB-PC, LLC; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, JRB-PC, LLC (hereafter known as Property Owner) are willing to sell a portion of their property located along Belle Terre Parkway, Parcel ID #07-11-31-7063-RP0J2-0000 to the City of Palm Coast for future right-of-way; and

WHEREAS, the City of Palm Coast desires to contract with the Property Owner for the purchase of a portion of their property for future right-of-way.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF THE CONTRACT FOR PURCHASE AND SALE.** The City Council hereby approves the terms and conditions of the Contract for Purchase and Sale with JRB-PC, LLC, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 19<sup>th</sup> day of May 2026.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" -Purchase and Sale Contract with JRB-PC, LLC

## ROW PURCHASE AGREEMENT

SELLER: JRB-PC, LLC, 3948 3<sup>rd</sup> Street, South, #35, Jacksonville, FL 32250 (the "Seller")

BUYER: CITY OF PALM COAST, 160 Lake Avenue, Palm Coast, FL 32164 (the "Buyer")

EFFECTIVE DATE: Date of the last signature

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: the twelve-foot (12) right-of-way ("ROW") along Belle Terre Boulevard, as further detailed and described in Exhibit "A" attached hereto and made a part hereof (the "Property").

- a. Interest in the Property Being Purchased: Fee Simple
- b. Property Purpose: Use as right-of-way:

II. Purchase Price:

The parties agree that Seller shall donate all of its rights, title, and interest in the Property to the Buyer as to a portion of parcel identification number 07-11-31-7063-RP0J2-0000 via a Special Warranty deed in exchange for transportation impact fee credits in an amount not to exceed \$410,000.00 to Seller.

III. Conditions and Limitations:

- a. Seller is responsible for all taxes due on the Property prior to the Closing (as defined below) but not including the day of Closing and thereafter.
- 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, in Buyer's commercially reasonable discretion. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing which are a direct result of the actions of Seller. This paragraph will survive Closing for five (5) years.
- c. Seller shall maintain the Property until the day of Closing. The Property shall be maintained in the same or similar condition existing on the Effective Date, except for reasonable wear and tear. Seller shall have the option, but not the obligation, to maintain the Property after Closing, in accordance with the terms of this agreement.
- d. Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- e. Environmental Status. Seller warrants and represents to Buyer that as of the Closing date, to the best of Seller's actual knowledge and without duty of inquiry (i) the Property

is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

- f. Inspection Period. After the Effective Date of this agreement and prior to Closing, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date, and upon reasonable notice to Seller, with the right, at Buyer's sole expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated herein t. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the sole risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder. In the event this transaction does not close, Buyer will repair all damage to the property resulting from Buyer's inspections and return the Property to the condition it was prior to conduct of the inspections.
- g. The Property is being sold "AS IS." Seller does not make any claims, warranties, representations or promises about the condition, quality or value of the Property included in this sale except as set forth in this agreement. The Buyer has inspected the Property, or may inspect the Property during the Inspection Period, and solely relies on its inspection, any rights it is afforded herein, and the statements of Seller only as provided for herein. This paragraph will survive Closing for five (5) years.
- h. Easement. After Closing, Seller shall retain a perpetual, non-exclusive access easement across the Property (the "Easement") for the benefit of Seller, Seller's successors, assigns, agents, employees, contractors, and invitees. For avoidance of doubt, Seller shall be permitted to use any driveways built on the Property for purposes of access to its adjacent development, now or hereafter existing. The Easement shall permit Seller to reasonably access, use, install, maintain, repair, and replace any underground utilities, infrastructure, or improvements located below, under, and across the Property. The

Easement rights granted herein shall not unreasonably interfere with Buyer's use and enjoyment of the Property and Seller shall, at Seller's sole cost and expense, promptly restore any physical damage or alteration to the physical condition of the Property that results from Seller's exercise of rights under this Easement.

- i. Maintenance. After completion of the 12-foot right-of-way (ROW) improvements and transfer of ownership, the Buyer shall be responsible for maintaining the ROW. The Seller shall maintain the property located at the conjunction of the crossings to ensure safe and adequate ingress and egress. Once the Buyer has completed the ROW improvements, the Seller retains the right, but not the obligation, to maintain the Property in a clean and first-class condition, including necessary landscaping, if the Seller determines that the Buyer's standard maintenance practices do not meet the Seller's desired aesthetic or operational appeal at Seller's sole expense.
- j. Use Prior to ROW Construction. After Closing, Seller shall have the right to reasonably use the Property, as needed for the construction of the development on its adjacent property, up and until the time Buyer commences construction of the ROW widening on the Property. After the Buyer's construction of the ROW commences, Seller's right under this section (j) shall cease.
- k. Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on the delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.

IV. Closing Date:

The closing (the "Closing") will occur no later than 60 days after approval is obtained by the City Council of the City of Palm Coast, Florida approving the transaction contemplated herein.

V. Acknowledgement:

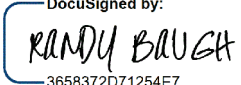
Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

THIS SPACE LEFT BLANK

SIGNATURE PAGE TO FOLLOW

[SIGNATURE PAGE TO ROW PURCHASE AGREEMENT]

**Seller(s):**

DocuSigned by:  
  
3658372D71254E7...  
Signature  
Print Name: RANDY BAUGH  
Title: president  
Date: Apr 28, 2026 | 7:58 AM PDT

**City (Buyer):**

Mike McGlothlin, City Manager

Signature:

Print Name:  
Title:

Attest:

Kaley Cook, City Clerk  
Date:

(SEAL)

EXHIBIT "A"  
NON-EXCLUSIVE ACCESS EASEMENT

ADDRESS: RESERVED PARCEL J-2  
 CERTIFICATIONS: 1.

JOB #20-



**DESCRIPTION:**

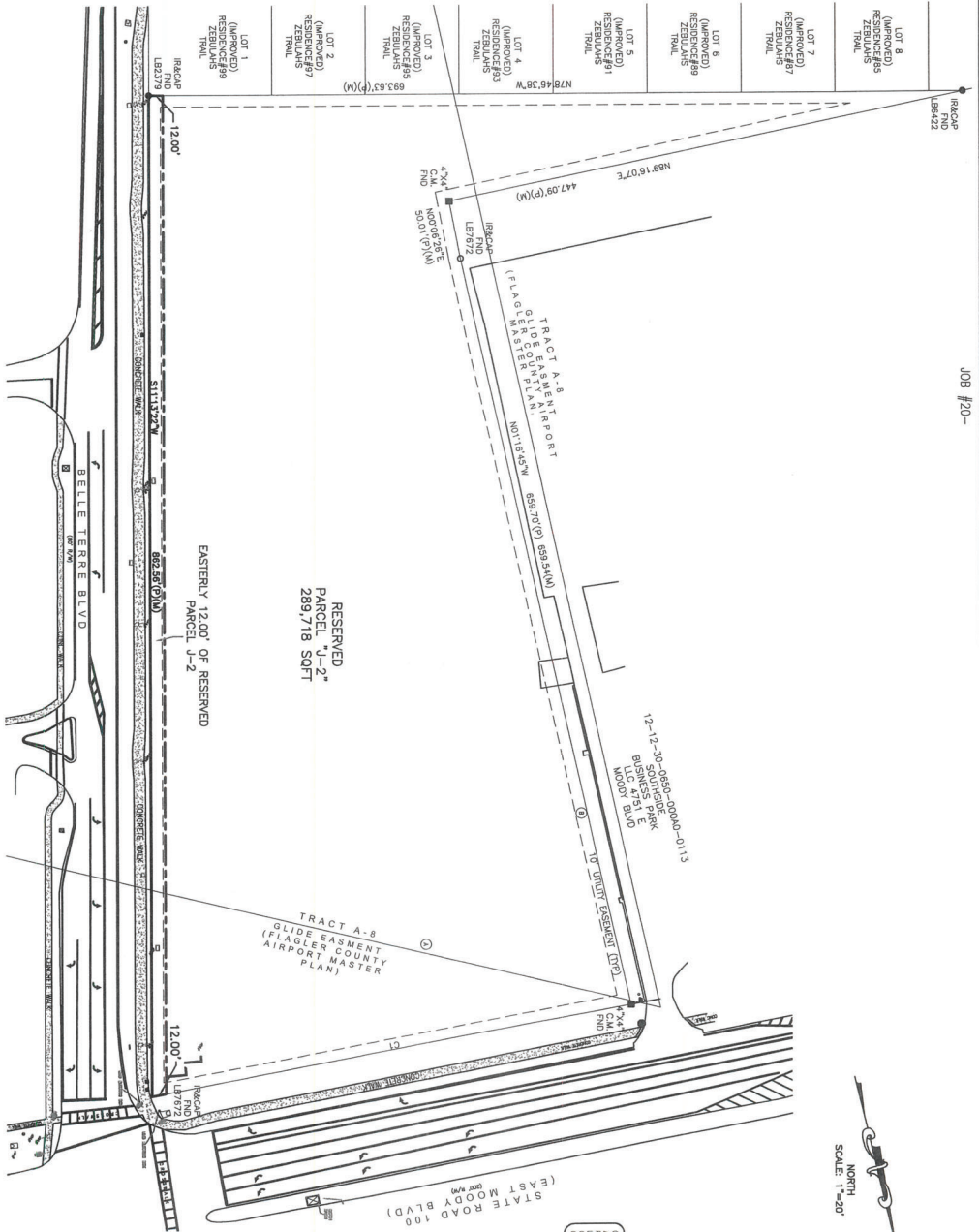
A PORTION OF THE RESERVED PARCEL "J-2" RECORDED IN THE ZEBULAH'S TRAIL SECTION 63, PALM COAST, RECORDED IN MAP BOOK 18, PAGES 24 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE EASTERLY 12.00' FEET OF RESERVED PARCEL "J-2" PARALLEL TO BELLE TERRE BOULEVARD, THE INTENT OF THIS PORTION BEING RESERVED IS FOR FOOT FUTURE ROADWAY EXPANSION OF BELLE TERRE BOULEVARD.

**NOTES:**

1. The entire map encompassing this survey is recorded in Map Book 18, Page 24.
2. Description (N/E/S/W) provided by client.
3. Surveyor for encumbering instruments was made by surveyor.
4. Error of closure meets or exceeds 1:7500 feet.
5. RESERVATION IS TO BE RETAINED FOR FOOT ROADWAY EXPANSION.
6. NO FIELD WORK PERFORMED OR CORNERS SET PERTAINING TO THE SKETCH AND LEGAL DESCRIPTION.

**TYPE OF SURVEY: SKETCH AND LEGAL DESCRIPTION**

NOTE: THIS SURVEY IS MADE IN MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK



CLIENT INFO	
<b>DEVELOPMENT CONSULTANTS INC.</b> 3148 3RD STREET SOUTH #35 JACKSONVILLE BEACH, FL 32250 US	
JOB TYPE:	FIELD DATE: OFFICE DATE: JOB NO.:
SKETCH/LEGAL FOUNDATION:	12/20/25 125-
Site Plan:	BR: HAW
House Stake:	
Foundations:	
Final:	

LEGEND:	
○	Official Records Book
○	Deed Bearing & Distance
○	5/8" Iron Rod found
○	5/8" Iron Rod found
○	Measuring Bearing & Distance
○	Center Line
○	Edge of Pavement
○	Edge of Road
○	Delta of Sky
○	Radius
○	Chord Bearing
○	Chord Distance
○	Point of Curvature
○	Non-Righted Curve
○	Right of Property
○	Utility Easement
○	Drainage Easement
○	N.A.V.D. National Geodetic Vertical Datum
○	N.A.S.D. North American Vertical Datum
○	Top of Book
○	Temporary Bench Mark
○	Final floor Elevation
○	Concrete Block & Stucco
○	Concrete slab
○	Pool Equipment Pad
○	Pumping Tank
○	Overhead Electric
○	Telephone Pole
○	Water Meter
○	Electric Meter
○	1st Open

**SWA & ASSOCIATES, INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS • CONSULTANTS • PLANNERS

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 53-17 Florida Administrative Code.

**DAN A. WILCOX, J.P.S.M. No. 5749, P.E. No. 57633**  
 Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

2729 E. Moody Blvd., Ste. 400  
 PO Box 186 Bunnell, FL 32110  
 Phone: 386.537.2805 • Email: info@swa.com

**SHEET 1 of 1**

ADDRESS: RESERVED PARCEL "J-2"

JOB #25-

CERTIFICATIONS:

1.

**DESCRIPTION:**

A PORTION OF THE RESERVED PARCEL "J-2" RECORDED IN THE ZEBULAH'S TRAIL SECTION 63, PALM COAST, RECORDED IN MAP BOOK 18, PAGES 24 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE EASTERLY 12.00' FEET OF RESERVED PARCEL "J-2" PARALLEL TO BELLE TERRE BOULEVARD. THE INTENT OF THIS PORTION BEING RESERVED IS FOR FDOT FUTURE ROADWAY EXPANSION OF BELLE TERRE BOULEVARD.

REVISIONS:

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TYPE OF SURVEY: LEGAL DESCRIPTION

NOTE: THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK


LEGEND:		(M) Measured Bearing & Distance	TOE TOE of slope
○ IR	1/2" Iron Rod set "LB7672"	C/L Center Line	F.F. Finish Floor Elevation
● IR	5/8" Iron Rod found	E/P Edge of Pavement	INV. Invert
● IP	1/2" Iron Pipe	R/W Right of Way	C.B.S. Concrete Block & Stucco
○ N/D	Nail and Disk set "LB7672"	Δ Delta	Conc. Concrete
● N/D	Nail and Disk found	R Radius	C/S Concrete Slab
● PCP	Permanent Control Point	L Length	A/C Air Conditioner Pad
□ CM	Concrete Monument set	CB Chord Bearing	EQP Pool Equipment Pad
■ CM	Concrete Monument found	CH Chord Distance	PEP Pretreatment Effluent Pumping Tank
PRM	Permanent Reference Monument	PC Point of Curvature	O/E Overhead Electric
FND	Found	PRC Point of Reverse Curvature	P/P - Power Pole
LB	Licensed Business	N.R. Non-Radial Curve	☉ Manhole
LS	Licensed Surveyor	PT Point of Tangency	☎ Telephone Riser
PSM	Professional Surveyor & Mapper	PI Point of Intersection	☎ Cable Television Riser
O.R.	Official Records Book	N.G.V.D. National Geodetic Vertical Datum	☎ Fiber Optic Riser
PG.	Page	N.A.V.D. North American Vertical Datum	⊕ Water Meter
(P)	Plat Bearing & Distance	B.M. Bench Mark	⊕ Electric Meter
		T.B.M. Temporary Bench Mark	⊕ Fire Hydrant
		TOB Top Of Bank	

**NOTES:**

1. The entire map encompassing this survey is recorded in Map Book 18, Pages 24.
2. Description INTENT provided by client.
3. No search for encumbering instruments was made by surveyor.
4. Error of closure meets or exceeds 1:7500 feet.
5. RESERVATION IS TO BE RETAINED FOR FDOT ROADWAY EXPANSION.

CLIENT INFO	DEVELOPMENT CONSULTANTS INC. 3948 3RD STREET SOUTH #35 JACKSONVILLE BEACH, FL 32250 US				 STEPHENSON, WILCOX & ASSOCIATES, INC. CA#27726-LB#7672 2729 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110 Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com
	JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	
Boundary	00/00/00	00/00/00	20-	-	
Site Plan					
House Stake					
Formboard					
Foundation					
Final					

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

  
 DAN A. WILCOX Jr., PSM No. 5749, PE No. 57633  
 Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET  
1 of 1