

CRA RESOLUTION NO. 2008- 2

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACTING AS ST. JOHNS COUNTY COMMUNITY REDEVELOPMENT AGENCY ("CRA") AFFIRMING AN ACTION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS BY RESOLUTION NO. 2008-187 DATED JULY 8, 2008. THE AGENDA ITEM SHOULD HAVE BEEN NOTICED AS A COMMUNITY REDEVELOPMENT AGENCY ITEM.

RECITALS

WHEREAS, Resolution No. 2008-187 dated July 8, 2008 by the Board of County Commissioners approved the acquisition of property funded by the Flagler Estates Community Redevelopment Agency, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the agenda item should have been placed on the agenda as a "CRA" item and advertised pursuant Florida Statutes 163.380(3)(a); and

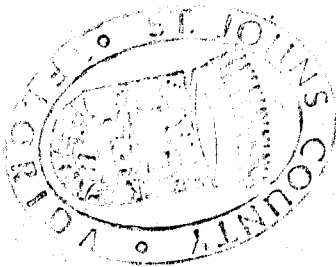
WHEREAS, this Resolution shall affirm the action taken by the Board of County Commissioners approving the terms of a Purchase and Sale Agreement for acquisition of property for construction of a Community Center in Flagler Estates by Resolution No. 2008-187.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners acting as St. Johns County Community Redevelopment Agency hereby affirms the action taken July 8, 2008 under Resolution No. 2008-187.

PASSED AND ADOPTED, this 19th day of August, 2008.



BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA ACTING AS
ST. JOHNS COUNTY COMMUNITY
REDEVELOPMENT AGENCY

BY: Thomas G. Manuel
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk
By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/25/08

RESOLUTION NO. 2008- 187

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY FOR CONSTRUCTION OF A COMMUNITY CENTER IN FLAGLER ESTATES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND TAKE ALL ACTION NECESSARY IN ORDER TO CLOSE AND COMPLETE THE TRANSACTION IN ACCORDANCE WITH SECTION 125.355, FLORIDA STATUTES.

RECITALS

WHEREAS, Aimee Harris Stechert and Delbert B. Stechert, have agreed to the terms and conditions of a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for acquisition of property for construction of a community center in Flagler Estates; and

WHEREAS, the chairman and co-chairman of the Flagler Estates Community Redevelopment Committee ("FECRC") have requested that we contact the property owner to acquire this one and one-half acre parcel for construction of a community center. The FECRC steering committee has identified this site as an ideal location for the community center since the parcel is contiguous to the county park site. The director of Parks and Recreation supports this acquisition; and

WHEREAS, the negotiated purchase price of \$25,000 is based on comparable sales in the area. Florida Statute 125.355 states that a governing body may, by ordinary vote, exempt a purchase in an amount of \$100,000 or less from the requirement for an appraisal.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms and conditions of the Purchase and Sale Agreement and authorizes the County Administrator to execute said Purchase and Sale Agreement and take all action necessary in order to close and complete the transaction in accordance with Section 125.355, Florida Statutes.

Section 3. The Clerk of the Courts of St. Johns County is instructed to file the original Purchase and Sale Agreement in the Official Records of St. Johns County, Florida.

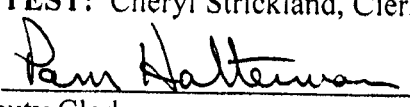
PASSED AND ADOPTED, this 8th day of July, 2008.



BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.

BY: 
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/11/08

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2008, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **AIMEE HARRIS STECHERT AND DELBERT B. STECHERT, JR.** ("Seller"), whose address is 6249 62nd Way, Pinellas Park, FL 33781.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 1.5 acre, more or less, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **(\$25,000.00)**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

TOTAL PURCHASE PRICE

\$25,000.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.

3. Identity and Obligation of Escrow Agent.

ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US #1 South, Suite 110, St. Augustine FL 32086, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title Services of St. Johns County, Inc., 3670 US #1 South, Suite 110, St. Augustine FL 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5: Prorations. Any real property taxes shall be prorated on the basis of the 2007 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, property taxes to day of closing, and any other affiliated recording fees. Buyer will be responsible for recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason,

Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. Such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **Aimee Harris Stechert
Delbert B. Stechert, Jr.**
6249 62nd Way
Pinellas Park FL 33781

Buyer: **St. Johns County, Florida, a political subdivision
Of the State of Florida**
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: Action Title Services of St. Johns County, Inc.
3670 US #1 South Suite 110
St. Augustine FL 32086

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

26. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the closing date, without such referenced further action of the Board. This accommodation extends only to extension of closing dates. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

SELLERS:

Kathy L. Hittaway 6-14-08
Signature Date

Aimee Harris Stechert 6-14-08
Aimee Harris Stechert Date

Kathy L. Hittaway
Print Name

Delbert B. Stechert, Jr.
Delbert B. Stechert, Jr Date

James R. Hittaway 6-14-08
Signature Date

JAMES R. HITTAWAY
Print Name

WITNESSES:

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

Signature Date

By: _____
Michael D. Wanchick Date
County Administrator

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Exhibit "A" to Purchase and Sale Agreement

That portion of Sections 2 and 11, Township 10 South, Range 28 East, St. Johns County, Florida, described as follows:

Commence at the northeast corner of Section 1 of said Township 10 South, Range 28 east, thence run south 0 degrees 02 minutes 00 seconds east, along the east line of said Section 1, 5307.94 feet; thence run due west, 8962.13 feet to the Point of Beginning of the herein described parcel of land; thence run due west, 330.00 feet; thence run due south, 215.17 feet; thence run north 88 degrees 48 minutes 31 seconds east, 330.07 feet; thence run due north 208.31 feet to the Point of Beginning.

Less the South and West 30 feet for road, utility and drainage purposes. Also described as Tract 1377 of Unit 1 of the unrecorded plat of Flagler Estates.

The St. Augustine Record

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **KAREN J BRANNON**

who on oath says that she is an Employee of the St. Augustine Record,

a daily newspaper published at St. Augustine in St. Johns County, Florida:

that the attached copy of advertisement, being a **NOTICE OF HEARING**

In/ the matter of **SJC COMMUNITY REDEVELOPMENT AGENCY**

was published in said newspaper **JULY 17, 2008.**

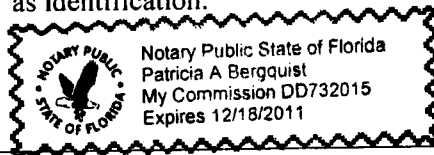
Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this **17th day of JULY 2008.**

by *Karen J Brannon* who is personally known to me
or who has produced **PERSONALLY KNOWN** as identification.

Patricia A. Bergquist

(Signature of Notary Public)
PATRICIA A BERGQUIST



(Seal)

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS/ ST. JOHNS COUNTY COMMUNITY REDEVELOPMENT AGENCY BOARD

NOTICE IS HEREBY GIVEN that the St. Johns County Board of County Commissioners, which is also the Board of the St. Johns County Community Redevelopment Agency, will hold a public hearing on **Tuesday, August 19, 2008 at 9:00 a.m.** in the St. Johns County Auditorium, County Administration Building, 4020 Lewis Speedway (County Road 16-A and U.S.#1 North) St. Augustine, Florida.

The purpose of the hearing is for adoption of two (2) Resolutions.

Resolution #1 will authorize the transfer of four lots on Volusia Street to St. Johns County that are needed for Segment III of the Volusia Street/Four Mile Road project.

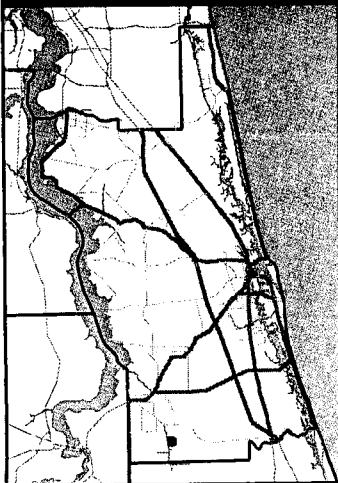
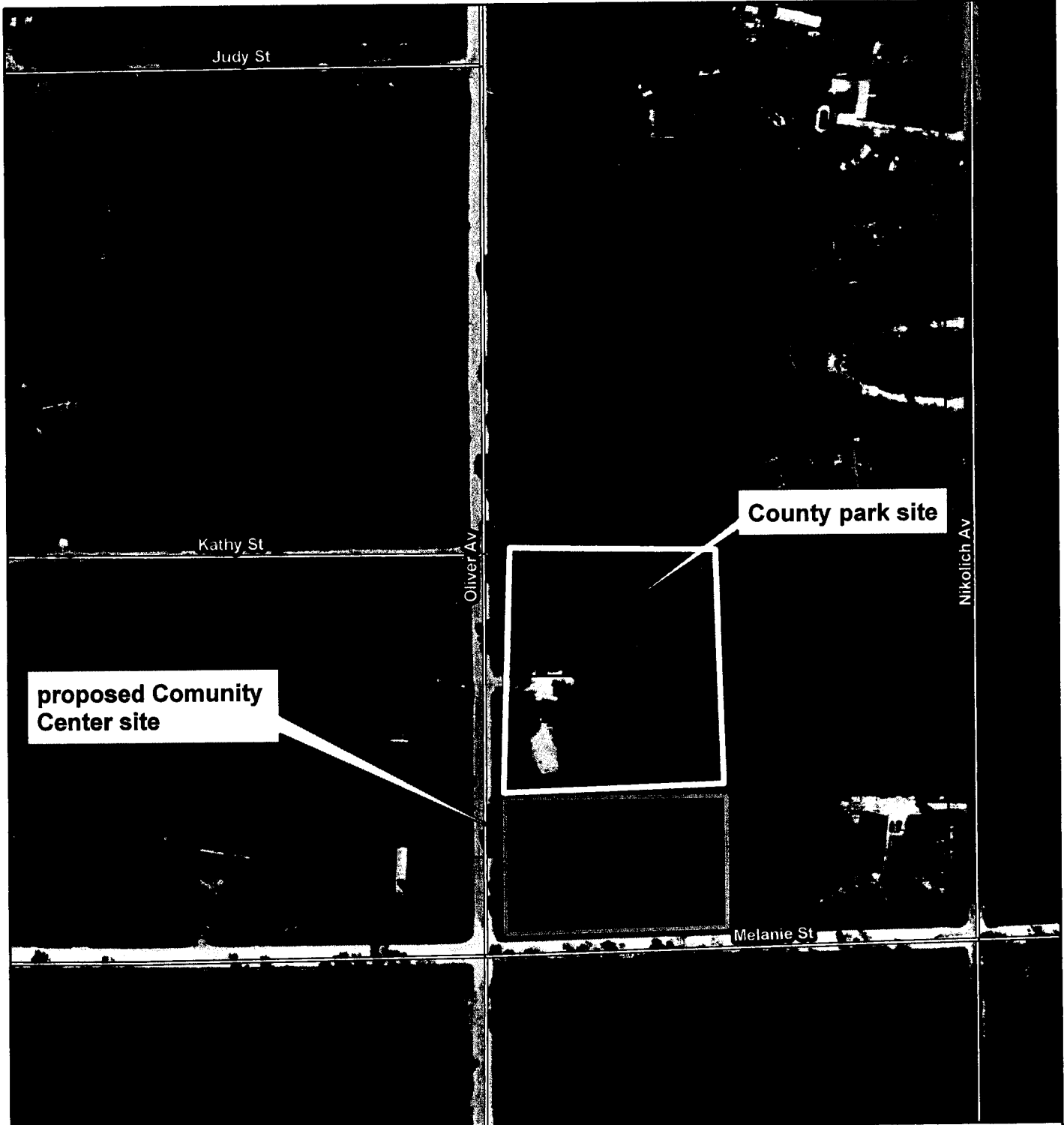
Resolution #2 will affirm an action taken by the Board of County Commissioners by Resolution No. 187 dated July 8, 2008 that should have been noticed as a Community Redevelopment Agency item approving the acquisition of property for construction of Community Center in Flagler Estates.

All parties having any interest will be afforded an opportunity to be heard at the public hearing.

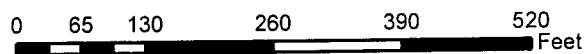
The proposed resolution is on file and may be seen at the Clerk of Courts, Minutes & Records Department, in the County Administration Building, 4020 Lewis Speedway, St. Augustine, FL 32084.

If any person decides to appeal any decision made by the Board with respect to any matter considered at such hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in these proceedings should contact, ADA Coordinator, at 904-209-0650 or at the County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 32084. For hearing impaired individuals: Florida Relay



Proposed Flagler Estates Community Center site



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
June 18, 2008
(904) 209-0788



2005 Aerial Imagery

DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.