

RESOLUTION NO. 92-178

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN THE COPY OF THE ATTACHED CONTRACT REQUIRED FOR THE WASTE WATER PLANT ON INDUSTRIAL CENTER DRIVE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter called "County," has received an offer to sell certain property required for the waste water plant located on Industrial Center Drive from Security Fire and Electronics, Inc.; and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said Security Fire and Electronics Inc. upon the terms and conditions contained therein, a copy of such proposed contract being attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The County accepts the aforementioned Contract by Security Fire and Electronics, Inc. upon the terms and conditions contained therein:

Section 2. By its acceptance of such proposed Contract, the County agrees:

- a. To pay only the following costs involved in the purchase of said property from Security Fire and Electronics Inc.
  - i. Survey
  - ii. Cost of recording the Deed

Section 3. The Chairman of the Board of County Commissioners, St. Johns County, Florida, and the Clerk of the Circuit Court for St. Johns County, ex-officio Clerk of the Board of County Commissioners, St. Johns County, Florida or his designated Deputy Clerk, be, and they are hereby, authorized and directed to duly execute the original of such Contract.

Section 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 27th day of October, 1992.

ST. JOHNS COUNTY, FLORIDA

By: Fred Bilby Chairman  
of the Board of  
County Commissioners of  
St. Johns County, Florida



Paul Paul Montef  
Clerk of the Circuit Court for  
St. Johns County, ex officio  
Clerk of the Board of County  
Commissioners, St. Johns County  
Florida.

**CONTRACT FOR SALE AND PURCHASE  
OF REAL PROPERTY**

For and in consideration of the mutual covenants herein contained, the Board of County Commissioners of St. Johns County, Florida, whose address is c/o Stuart Craig, P. O. Box 349, St. Augustine, Florida 32084, hereinafter referred to as "Buyer", and Security Fire and Electronics, Inc., a Florida corporation, whose address is 134 Riberia Street, St. Augustine, Florida 32084, hereinafter referred to as "Seller", stipulate, covenant and agree as follows:

1. Buyer shall pay to Seller the total purchase price of \$100,000.00 for the purchase of property in St. Johns County, Florida, described as follows:

Commencing at the Southwest Corner of Government Lot 3 of said Section 9, thence North 89 Degrees 35 Minutes 17 Seconds East, on the South Line of said Government Lot 3, a distance of 533.23 Feet to the East Line of a 60 Foot wide road; thence continuing North 89 Degrees 35 Minutes 17 Seconds East, on the South Line of said Government Lot 3 and South line of Government Lot 4 of said Section 9, a distance of 968.55 feet, thence South 00 Degrees 41 Minutes 06 Seconds East 244.79 Feet to the Point of Beginning at the Northeast corner of the herein described parcel of land; thence continuing south 00 Degrees 41 Minutes 06 Seconds East 499.06 Feet, thence South 89 Degrees 35 Minutes 17 Seconds West 970.77 Feet; thence North 00 Degrees 29 Minutes 46 Seconds West, on said East line of 60 foot wide road, 449.06 Feet, thence North 89 Degrees 35 Minutes 17 Seconds East 969.29 Feet to the Point of Beginning, being 10 acres, more or less.

2. Said purchase price shall be paid in full at closing.

3. Title Insurance: The Seller is to furnish a binder of title insurance in the amount of the purchase price showing good and insurable title to Buyer or his designated attorney within 20 days after the effective date of this contract.

4. Buyer shall have 15 days within which to examine the binder of title insurance, and to provide written notice it will accept same, whereupon this transaction shall be concluded within 30 days from the date of the notice. In the event that examination of the title binder proves the title to be uninsurable, the Seller shall be so notified in writing and shall have 90 days within which to cure the designated defects in the title that render same uninsurable in the opinion of the Buyer or his said attorney, and the Seller hereby agrees to use reasonable diligence in curing said defects, and, upon the defects being cured, and a notice of

that fact given to the Buyer or his said attorney, this transaction shall be closed within 30 days of delivery of said notice. Upon Seller's failure or inability to correct the uninsurability of title within the time limit, at the option of the Buyer, the Seller shall deliver the title in its existing condition, otherwise all rights and liabilities arising hereunder shall be terminated.

5. Date and Place of Closing; Closing, unless otherwise provided herein, shall be held on or before December 27, 1992 at the office of North Florida Title Company, 93 Orange Street, St. Augustine, Florida 32084 .

6. Conveyance of title shall be by Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature. Seller shall provide the Warranty Deed.

7. Buyer will have a current survey made of the property. If the survey shows any encroachment on the land herein described or that improvements located on the land herein described encroach on other lands, written notice to that effect shall be given the Seller and Seller shall have the same time to remove such encroachments as is allowed under this contract for curing of defects of title. If the Seller shall fail to remove or cure said encroachments within said period of time, then the Buyer may, at its option, close this transaction in the same manner as if no such defects had been found. Otherwise, all rights and liabilities arising hereunder shall terminate.

8. Seller shall furnish to Buyer at closing Seller's affidavit setting forth facts supporting the conclusions that there are no mechanics liens that may arise on the property and stating further that there are no outstanding leasehold interests in the property.

9. All adjustments of taxes, and other items on said property are to be on a pro rata basis as of the specified time or date of closing.

10. Seller shall pay documentary stamps which are required to be affixed to the warranty deed, title insurance and recording of any corrective instruments. Buyer shall pay for the survey and recording of the warranty deed. Each party shall pay its own attorney's fees.

11. There are no broker's fees involved in this transaction.

12. The word "Buyer" and "Seller" herein employed shall be construed to include the plural as well as the singular, and this contract shall be binding upon their heirs, administrators, successors and assigns.

13. Time may be made the essence of this contract by notice in writing, stipulating a reasonable time for further performances. Any notice necessary under this agreement may be sent by mail to the last known address of the party to be notified.

IN WITNESS WHEREOF, the Buyer and the Seller have caused this agreement to be executed.

Signed sealed and delivered  
in the presence of:

Irma Pacetti

IRMA PACETTI

Print Name

Patricia DeGrande

PATRICIA DeGrande

Print Name

DATED: October 27, 1992 1992  
As to Buyer

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: Fred Billhoff  
Its Chairman

DATED: \_\_\_\_\_ 1992  
As to Seller

SECURITY AND FIRE ELECTRONICS  
INC. A FLORIDA CORPORATION

BY: Joseph J. Graham  
Its President

JOSEPH J. GRAHAM  
Print Name

BY: Donald S Grundy  
Its Secretary

Donald S Grundy  
Print Name

David H. Grundy

David H. Grundy  
Print Name

Sharon Nadeau

Sharon Nadeau  
Print Name