

RESOLUTION NO. 2000- 70

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY FOR A DRAINAGE OUTFALL OFF WATSON ROAD.

RECITALS

WHEREAS, the owners of certain property have executed and presented to the County the Purchase and Sale Agreement in substantially the form attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to sell a 35' strip of land across the southerly portion of their property for a drainage outfall off Watson Road; and

WHEREAS, St. Johns River Water Management District has issued the permit and the consulting engineer has designed the plans required for the relocation of the existing ditch to the above described property; and

WHEREAS, the purchase price of the property is a negotiated value based on an Appraisal Report prepared by Ronald Pacetti, MAI, of Pacetti Appraisal Services prepared for the County and a Market Analysis prepared for the property owner by Michael Johnson, St. Reg. Assist REA.

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

1. All the above Recitals are hereby adopted as findings of fact.
2. The Board hereby approves the Purchase and Sale Agreement and authorizes the County Administrator to execute said Agreement in substantially the form attached hereto.
3. The Clerk is instructed to file the original Purchase and Sale Agreement and mail executed copies of this Resolution and the Agreement to the Sellers as defined in the Agreement.
4. The County Administrator is authorized to take action to close this Agreement and complete the purchase upon compliance with Florida Statute 125.355 and all terms of the Agreement with monies for such purchase coming from the Budget Transfer from the Landrum Lane project as requested by the Engineering Department.

PASSED and ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of May, 2000.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

Exhibit "A" to the Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, ("County"), and **Joseph K. and Melissa A. Lundquist**, whose address is 1320 Wildwood Dr. St. Augustine, FL 32086 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the properties 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 County to acquire fee simple ownership of the property, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"), for a drainage outfall off Watson Road.

NOW, THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$21,045.00, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within fifteen (15) days of Commission Approval (hereinafter defined)	\$ 00
(ii) Cash to Close	Closing Day	21,045.00
TOTAL PURCHASE PRICE		\$ 21,045.00

Payment of the Purchase Price shall be in cash or other immediately available funds. In addition to the Purchase Price the Sellers will be compensated for a fence - \$6,500.00, and replacement cost for trees - \$8,480.00 as per the quotes attached hereto as Exhibits "B" & "C".

1. Title Evidence

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in 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 10 days after Buyer's receipt of the Commitment if it discloses any defects in the title to the Property, other than the Permitted Encumbrances or if the Commitment cannot be obtained. 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 and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension of the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, 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.

(a) Joseph L. Boles, Jr., Esquire, 120 Charlotte St., St. Augustine, FL 32084, 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.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but it not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or

willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder. In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

4. Closing. Unless extended by the terms of Section 2, or the other provisions hereof, the closing of the sale of the Property (“Closing”) shall take place at the offices of the Escrow Agent, on or before June 30, 2000, (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 1999 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 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 FIRPTA affidavit;

(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, Escrow Agent shall deliver the Deposit and 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 of the 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 appropriate or 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, the cost of recording the deed, all of the expenses in connection with recording fees and the sellers legal expenses not to exceed \$4,225.00.

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 thirty (30) 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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 in the performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option either 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 Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, 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. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

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

18. 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.

19. Notices. Any notice hereunder must be in writing and delivered personally or by United State Mail, Registered or Certified, Return Receipt Requested; United State 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 as set forth below or as may be designated by notice to the other from time to time.

Seller: Joseph & Melissa Lundquist
1320 Wildwood Dr.
St. Augustine, FL 32086

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, FL 32095

Escrow Agent: Joseph L. Boles, Jr., Esquire
120 Charlotte St.
St. Augustine, FL 32084

20. 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.

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

22. Commissions Due. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

23. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

BUYER:

ST. JOHNS COUNTY, FLORIDA

Witness Name _____

Witness Name _____

Ben W. Adams, Jr.
County Administrator

SELLER:

Witness Name _____

Joseph K. Lundquist

Witness Name _____

Witness Name _____

Melissa A. Lundquist

Witness Name _____



Deposit received by Joseph L. Boles, Esquire, (Escrow Agent), which the Escrow Agent agrees to retain in accordance with the terms and conditions of the within Agreement.

ESCROW AGENT

By: _____

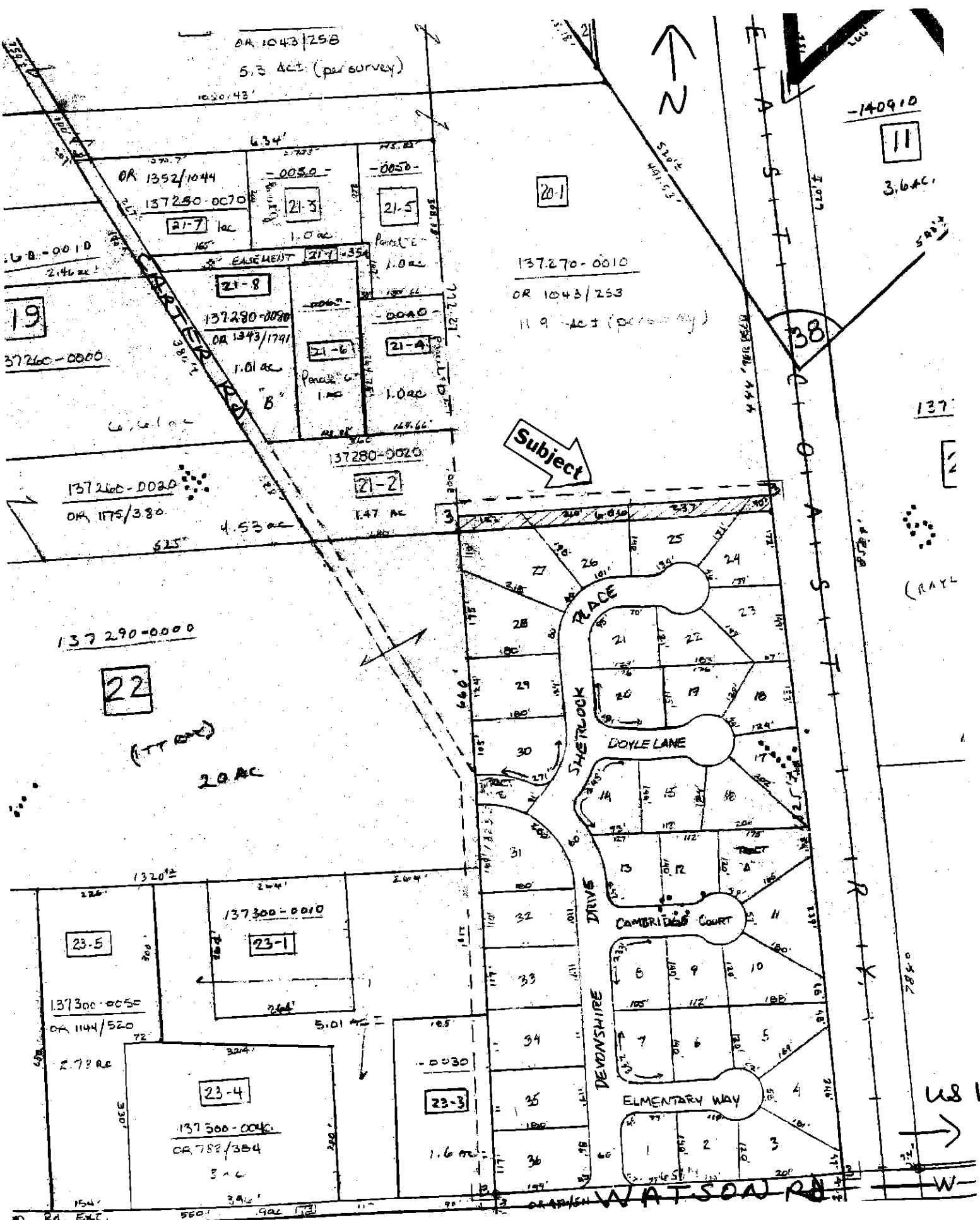
Name: _____

Title: _____

Date: _____

EXHIBIT "A"

The Southerly 35 feet of the Easterly 35 feet of the Southerly 123 feet of those lands as described in Official Records 1043, pages 253-254 of the Public Records of St. Johns County, Florida.



OR 1043/253
5.3 Acs. (per survey)

-140910
11
3.6 AC.

20-1

137270-0010
OR 1043/253
11.9 Acs. (per survey)

38

137

Subject

OR 1352/1044
137250-0070
21-7 1ac

21-3

21-5

19

21-8

21-6

21-4

137260-0020
OR 1175/380
4.53 ac

21-2

137290-0000

22

(ATTN)

2.0 AC

23-5

23-1

137300-0050
OR 1144/520
2.72 ac

23-4

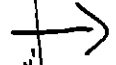
23-3

137500-0040
OR 782/384
3.1 AC

23-6

WATSON RD

US 1



W

EXHIBIT "B"

Proposal Submitted To	Work To Be Performed At
Name <u>Greg and Melissa Lundquist</u>	Street <u>4620 Carter Road</u>
Street <u>1520 Waldwood Drive</u>	City <u>St. Augustine</u> State _____
City <u>St. Augustine</u>	Date of Plans _____
State <u>Florida 32086</u>	Architect _____
Telephone Number <u>326-5744 477-2161 EXT. 21</u>	FAX <u>401-7619 Attn: Melissa</u>

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Installation of replacement trees:

<u>20 4" Cal. trees 65 g</u>	<u>100.00</u>	<u>8000.00</u>
<u>Sales tax</u>		<u>480.00</u>

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 8480.00)

with payments to be made as follows:
Upon Completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Harris Nursery, Inc.

Respectfully submitted [Signature]
for Harris Nursery, Inc.

Note — This proposal may be withdrawn by us if not accepted within 60 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____	Signature _____
Date _____	Signature _____

LICENSED
INSURED

EXHIBIT "C"

Christie's FENCE

QUALITY
WORKMANSHIP

2831 Del Rio Drive
St. Augustine, FL 32095

SALES · INSTALLATION · REPAIRS

CHRISTIE WALTON

OWNER

(904) 824-1099

STANDARD FENCE AGREEMENT

Date: 2-24-00

DIAGRAM

Customer: St. Johns Co. Engineering

Address: Job: Lungquist Property

City/State: FLA

Phone: Joan 823-2536 823-2394

Furnish and install
approximately 600 lineal
feet of 6' high pressure
treated shadowbox fence.
Materials to consist of:

- 1x6x6 - pickets
- 2x4x8 - backers
- 4x4x8 - posts

Total: \$ 6,570.00 *

* based on clear and level
line.

FENCE	S. GATES	D. GATES	TOTAL FEET
600	-	-	600
CHAIN LINK		WOOD	
Height _____		Height <u>6</u>	
Fabric _____		Type <u>Pressure Treated</u>	
Terminals _____		Style <u>Shadowbox</u>	
Intermediates _____		Point <u>DIE</u>	
Top Rail _____		Bd. Width <u>6"</u>	
Walk Gates _____		Post <u>4x4x8</u>	
D.D. Gates _____		W. Gates _____	
Filler Posts _____		D.D. Gates _____	
Scroll Top _____		Good Side <u>In or Out</u>	

TO MARK UNDERGROUND WIRING
Please Call FPL & Southern Bell 1-800-432-4770
Please Call Cable Company 824-2813

2 YEAR WARRANTY

Buyer purchases the described fence from Seller upon the following terms.

The Seller shall not be responsible for any delays occasioned by reasons of strikes, weather conditions, failure of usual sources of supplies and materials. Buyer will clear and prepare site for fence including removal or protection of trees, pipes, pipe lines, cable lines, phone lines, power lines, or other improvements affected by this construction, unless otherwise specified herein, and if any extra labor or material is required therefor, the same will be paid by the Buyer. Buyer shall be responsible for all surveyed lines around his/her property.

Seller will supply materials and labor for the following fence to be installed.

Buyer to furnish electricity while fence is under construction.

Buyer agrees to all terms:

PAYMENT DUE UPON COMPLETION

SELLER: Christie Walton

BUYER: _____

DATE: 2-24-00

DATE: _____
PRINT TIME FEB. 25. 11:11AM

RECEIVED TIME FEB. 24. 3:26PM