

RESOLUTION NO. 2001- 211

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A CERTAIN PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY FOR THE PUBLIC WORKS AND ROAD AND BRIDGE EXPANSION SITE.

RECITALS

WHEREAS, the owners of certain property adjacent to the existing Road and Bridge Complex on SR 16 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 their 19.5 acre parcel of property for \$525,000.00; and

WHEREAS, the County has identified this need and funded the purchase of property in their Capital Improvement Projects for this fiscal year; and

WHEREAS, this location has been identified as the most desirable for the expansion of the Road and Bridge Complex, the surplus property yard and future construction of a building that will house the Public Works Department, Construction Services and Building Maintenance; and

WHEREAS, the purchase price in the Agreement is less than the average of the two real estate appraisals performed on the property as required by Florida Statute 125.355.

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 terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute the 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 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 appropriate budgeted source.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of November, 2001.

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

By: Marc A. Jacalone
Marc A. Jacalone, Chairman
Rendition Date 11-09-01

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2001, 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 Charles V. and Carolyn A. Robshaw, whose address is P. O. Box 1015, St. Augustine, FL 32085-1015 ("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 growth and expansion of the County State Road 16 Complex; and

NOW, THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$525,000.00, 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)	\$ 25,000.00
(ii) Cash to Close	Closing Day	500,000.00
TOTAL PURCHASE PRICE		\$ 525,000.00

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

2. 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 the Commitment cannot be obtained or 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 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) Southern Title of Central Florida, 3950 A1A South Suite E, 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, Southern Title of Central Florida, 3950 A1A South Suite E, St. Augustine, FL 32084, on or before January 25, 2002, ("Closing Date"), TIME BEING OF THE ESSENCE. The Seller shall have until June 30, 2002 to vacate the premises without penalty, rent or other issue. Should the Sellers elect to stay in the home and on the property for an additional sixty (60) days, they may do so with rent payable to the County in the sum of \$750.00 per month. Sellers covenant that no waste will be caused to the property between the time of contract and the time of their ultimate vacation of the premises.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2001 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, 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. Each party shall bear the expense of its own legal counsel and appraisals.

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 sixty (60) 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, Engineering analysis, and concurrency studies 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. Prior to any of the inspections or surveys contemplated herein, the Seller will be provided with a courtesy notice of such inspection or survey at least twenty-four (24) hours prior to the time calendared for such event. .

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:

Mr. & Mrs. Charles V. Robshaw

P. O. Box 1015
St. Augustine, FL 32085-1015

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

Escrow Agent: Southern Title of Central Florida
3950 A1A South Suite E
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 are 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:

Donna Hatley
Witness Name Donna Hatley

Charles V. Robshaw 9/27-01
Charles V. Robshaw

Kristina L. Bush
Witness Name KRISTINA L. BUSH

Donna Hatley
Witness Name Donna Hatley

Carolyn A. Robshaw 9/27/01
Carolyn A. Robshaw

Kristina L. Bush
Witness Name KRISTINA L. BUSH

Deposit received by _____, (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: _____

A 19.5 acre tract of land in Government Lots 3 and 4, Section 9, Township 7 South, Range 29 East and more fully described as follows: Commence at the southeast corner of Government Lot 3, Section 9, Township 7 South, Range 29 East for the point of beginning; thence south 89 degrees 39 minutes 30 seconds 546.8 feet along the south line of said Government Lot 3 and the north line of Dupont property; thence north 0 degrees 18 minutes west 1,122.0 feet to a point 300 feet south of the south right of way line of State Road No. 16, said point being the southwest corner of the property described in Deed Book 217, Page 142 of the public records of St. Johns County, Florida; thence north 89 degrees 42 minutes east 600 feet, said line being 300 feet south of and parallel to the south right of way line of State Road No. 16; thence north 0 degrees 18 minutes west 300 feet to the south right of way line of State Road No. 16; thence north 89 degrees 42 minutes east 122.15 feet along the south right of way line of State Road No. 16 to a point that is 6.0 feet west of the northwest corner of the property described in Deed Book 227, Page 267 of the public records of St. Johns County, Florida; thence south 0 degrees 37 minutes 30 seconds east 1,422.1 feet to the south line of Government Lot 4, Section 9, Township 7 South, Range 29 East, said line bearing south 0 degrees 37 minutes 30 seconds east is parallel to and 6.0 feet west of the west line of the property described in Deed Book 227, Page 267; thence south 89 degrees 39 minutes 30 seconds west 182.1 feet along the south line of said Government Lot 4 to the point of beginning.

77.4 AC.

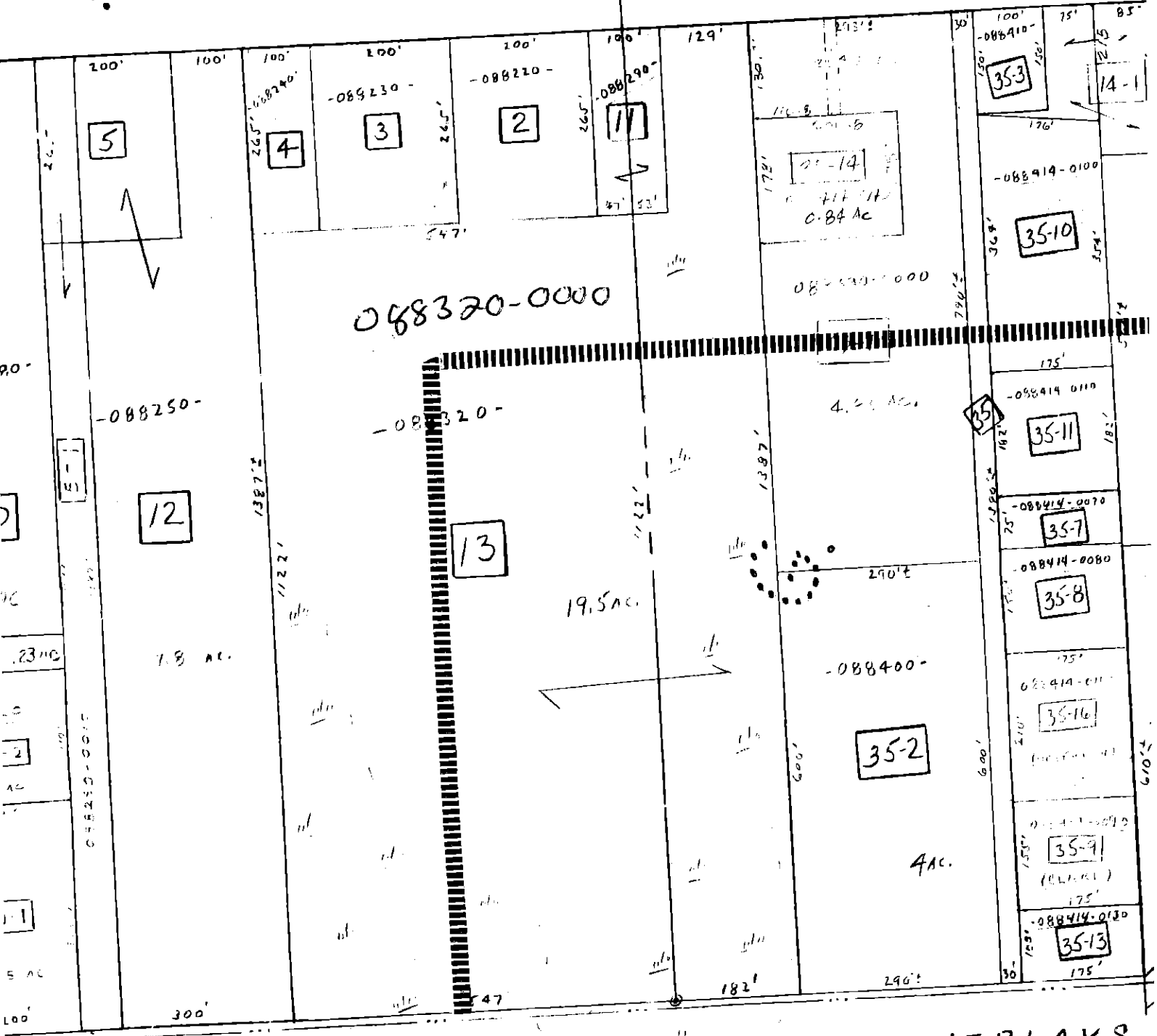
IN SEC. 9 & 5
LOCATION

SEE NOTE FOR
WEST BOUND

909'

1360'

16

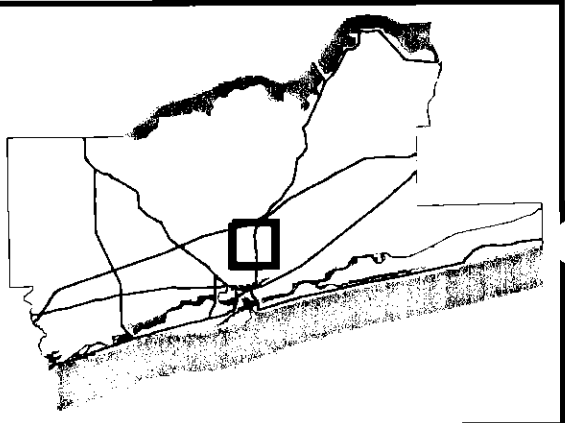
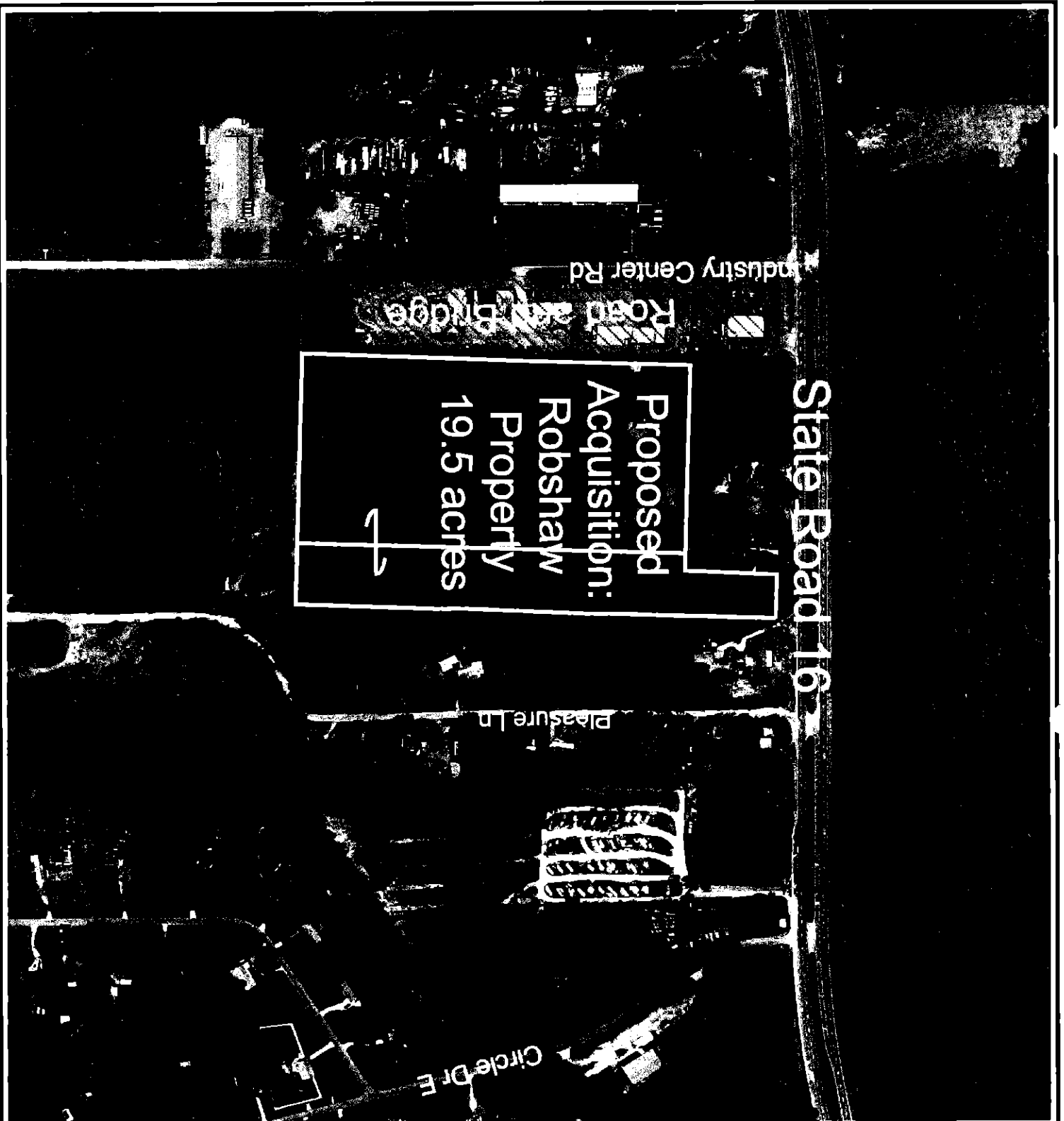


OVERLAYS

7E/9SX

ASSESSMENT MAP

4



**Project Map
Aerial View**



Map Prepared: Oct 10, 2001
*Depicts General Parcel Boundary

**Land Acquisition
Robshaw Property**



St. Johns County
Public Work Department
Real Estate Division