

RESOLUTION NO. 2005- 263

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN PURCHASE AND SALE AGREEMENT FOR PROPERTY NEEDED FOR THE IMPROVEMENTS TO RUSSELL SAMPSON ROAD.**

**RECITALS**

**WHEREAS**, Frank and Shirlee Lewis are property owners on Russell Sampson Road and have executed and presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the owners have agreed to sell there property for \$32,425.00; and

**WHEREAS**, the Russell Sampson Road improvements limit is from CR210 for a distance of approximately 1.1 miles north and will bring this section of road up to County standards for classification as a Minor Collector road; and

**WHEREAS**, this project is part of the Capital Improvement Project that was funded as part of the 2004 Transportation Trust Fund Budget; and

**WHEREAS**, it is in the best interest of the County to acquire this property for the safety improvements needed to Russell Sampson Road.

**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.

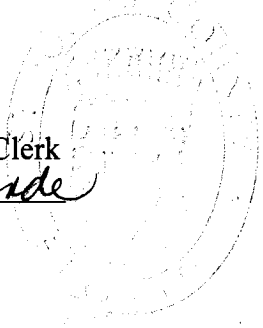
**Section 2.** The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute the Purchase and Sale Agreement and to proceed with any, and all due diligence requirements, and take all steps necessary to close the transaction.

**Section 3.** The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerks Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2005.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
By: Bruce A. Maguire  
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Patricia DeGrande  
Deputy Clerk



RENDITION DATE 9-23-05

EXHIBIT "A" TO RESOLUTION

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2005, 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 **FRANKLIN D. LEWIS and SHIRLEE J. LEWIS, his wife**, whose address is 10310 Russell Sampson Road Jacksonville, Florida 32259 ("Seller").

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing 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 0.146 acre located on the east side of Russell Sampson Road for road improvements. The property is described 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 **\$32,425.00** for the compensation for the property needed to improve Russell Sampson Road and to replace field fencing and metal gate, which is the owners responsibility to make arrangements to have the work completed.

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 thirty (30) days of Commission Approval (hereinafter defined)	<b>\$3,243.00</b>
(ii) Cash to Close	Closing Day	<b>\$29,182.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$32,425.00</b>

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 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 10 day 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 to 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) **Action Title Services**, 3670 US 1 South, St. Augustine, Florida 32145, 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 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 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 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, 3670 US 1 South, St. Augustine, Florida 32145, on or before 90 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 2003 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 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, 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. THE BUYER SHALL BE RESPONSIBLE FOR ALL CLOSING COSTS ASSOCIATED WITH THIS REAL ESTATE TRANSACTION AND THE SELLER SHALL BEAR NO COSTS ASSOCIATED WITH THIS TRANSACTION.

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, 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 by 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 the 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 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: **Franklin D. and Shirlee J. Lewis**  
10310 Russell Sampson Road  
Jacksonville, Florida 32259

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

Escrow Agent: **Action Title Services**  
3670 US 1 South  
St. Augustine, Florida 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 benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

22. Commission Dues. 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 Board of County Commissioners, of St. Johns County authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

24. 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.

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

**SELLER:**

Marian J. Wallermon  
Witness Name \_\_\_\_\_

Carol M. Creagan  
Witness Name \_\_\_\_\_

Franklin D. Lewis Date: 7-27-05  
**FRANKLIN D. LEWIS**

Shirlee Lewis Date: 7-27-05  
**SHIRLEE J. LEWIS**

**BUYER:**  
**ST. JOHNS COUNTY, FLORIDA**

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Ben W. Adams, Jr.**  
**County Administrator**

Lewis

PARCEL 111

FEE SIMPLE

PROJECT NO. 03/175

SHEET NO. 4

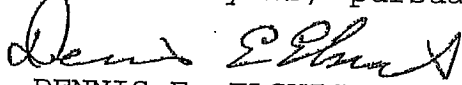
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 703, Page 1622 of the current public records of said county, also being a part of Lot 10, Meehan Estates, as recorded in Map Book 20, Pages 35 and 36 of the current public records of said county), and being more particularly described as follows:

BEGIN at the intersection of the Easterly line of Meehan Estates, as recorded in Map Book 20, Pages 35 and 36 of the current public records of said county, with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established), said point also being the Southeast corner of said Lot 10, Meehan Estates; Thence North  $01^{\circ}20'15''$  West, along the said Easterly line of Meehan Estates, a distance of 27.02 feet to a point on a curve; Thence Northwesterly, along the arc of a curve, concave Southwesterly, having a radius of 5030.00 feet, through a total central angle of  $05^{\circ}08'33''$ , an arc distance of 451.46 feet, said arc being subtended by a chord bearing and distance of North  $53^{\circ}38'13''$  West, 451.29 feet to an intersection with said existing Northeasterly Right of Way line of Russell Sampson Road; Thence South  $51^{\circ}01'12''$  East, along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 468.31 feet to the POINT OF BEGINNING.

Containing 6349 Square Feet (0.146 Acres), more or less.

I hereby certify that to the best of my knowledge and belief that this legal description is true, accurate, and was prepared under my direction.

I further certify that said legal description is in compliance with the minimum technical standards as set forth by the Florida board of professional land surveyors, pursuant to section 472.027, Florida statutes.

  
Print Name: DENNIS E. ELSWICK, P.S.M.  
Florida Professional Surveyor and Mapper No.: 3190  
ADDRESS: 3830 CROWN POINT ROAD, SUITE A  
JACKSONVILLE, FLORIDA 32257

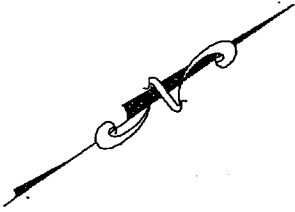
Date: July 7, 2004

NOT VALID UNLESS SIGNED AND SEALED



# MAP SHOWING SKETCH & LEGAL

OF A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA



SECTION 17

QUARTER HORSE  
CIRCLE EAST  
(60' PRIVATE R/W  
PER PLAT - DIRT)

SECTION 17

MEEHAN ESTATES  
M.B. 20, PGS. 35 AND 36

LOT 10

FRANKLIN D. &  
SHIRLEE J. LEWIS  
O.R. 703 PG. 1822

RUSSELL SAMPSON ROAD  
(VARIABLE WIDTH R/W)

EXIST. R/W LINE

EXIST. R/W LINE

R/W LINE

468.31'

451.29'

5030.00'

451.46'

N51°01'12"W

Δ = 05°08'33"

R = 5030.00'

L = 451.46'

EXIST. R/W LINE

(11)

EXIST. R/W LINE

EXIST. R/W LINE

EXIST. R/W LINE

EXIST. R/W LINE

EXIST. R/W LINE

EASTERLY LINE  
MEEHAN ESTATES

**GENERAL NOTES**

- 1) Bearings shown hereon are based on an assumed bearing on the Easterly line of Meehan Estates being N01°20'15"W.
- 2) Improvements not located except as shown hereon.
- 3) This map does not represent a Boundary Survey.
- 4) This survey was made without benefit of an abstract or title. Therefore, there could be additional easements, covenants and restrictions or other matters of Public Record that may or may not affect this parcel.
- 5) Interior trail roads, fences, wells, utilities, improvements or other jurisdictional areas, if any exist, were not located, other than shown hereon.

**LEGEND**

- Δ = DELTA ANGLE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- EXIST. = EXISTING
- R/W = RIGHT OF WAY
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- M.B. = MAP BOOK

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. 155-297

NO.	DATE	DESCRIPTION	BY
1	9-13-04	ADD M.B. TO LEGEND	MJB

Δ=00°37'18"  
R=5030.00'  
L=54.58'  
CH=54.56'  
CB=N51°22'36"W

N39°02'52"E  
64.54'

84.20'

Point of Beginning

PARCEL 709

Point of Beginning

PARCEL 111

Point of Commencement

PARCEL 709

SOUTHEAST CORNER OF LOT 10  
MEEHAN ESTATES

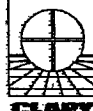
SHEET 1 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: PAR-111-709.DWG Drafter: M.BRENT Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 81G17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 81G17-5, FLORIDA ADMINISTRATIVE CODE)

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3830 CROWN POINT ROAD SUITE "A"  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2703



**LEGEND**

- SET 4"X 4" CLARY CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT FOUND
- 1/2" IRON PIPE SET WITH CLARY CAP
- IRON PIPE FOUND
- X CROSS CUT
- x FENCE

Job No.

DATED JULY 12 2004

SCALE 1" = 80'