

RESOLUTION NO. 2005- 346

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A 1st AMENDMENT TO THE PURCHASE AND SALE AGREEMENT FROM BARCO FAMILY FOR PROPERTY NEEDED FOR THE IMPROVEMENTS TO RUSSELL SAMPSON ROAD.

RECITALS

WHEREAS, on August 9, 2005 per Resolution No. 2005-205 the BCC approved the terms of the Purchase and Sale Agreement for property from the Barco Family; and

WHEREAS, while performing our due diligence, mineral reservations were found and will need to be released; and

WHEREAS, the owners have executed a 1st Amendment to the Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated and made a part hereof, to extend the Inspection Termination Date for another 90 days and the closing date 120 days from the original Purchase and Sale Agreement; and

WHEREAS, all other terms of the Purchase and Sale Agreement will remain in full force.

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 1st Amendment to Purchase and Sale Agreement and authorizes the County Administrator to execute the 1st Amendment and move forward in closing this transaction. All other terms of the Purchase and Sale Agreement shall remain in full force.

Section 3. The Clerk is instructed to file the original 1st Amendment to Purchase and Sale Agreement in the Clerks Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of November 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chair

ATTEST: Cheryl Strickland, Clerk
By: Robin L. Platt
Deputy Clerk

RENDITION DATE 11/17/2005

EXHIBIT "A TO RESOLUTION

1ST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS 1ST AMENDMENT TO PURCHASE AND SALE AGREEMENT dated _____, 2005, ("1st Amendment") by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ('Buyer'), and **KATHY LOUISE BARCO LANE, BARRY RAY BARCO and CHARLES KEITH BARCO, as Trustees of Barco Family Chartiabale Trust**, whose address is 7587 Wilson Blvd., Jacksonville, Florida 32210, ("Seller")

Recitals

WHEREAS, the County entered into a Purchase and Sale Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof with KATHY LOUISE BARCO LANE, BARRY RAY BARCO and CHARLES KEITH BARCO, as Trustees of Barco Family Chartiabale Trust who are the owners of the property the County needs to improve Russell Sampson Road; and

WHEREAS, while performing the due diligence as described in Section #2 there is mineral reservations that will need to be resolved; and


WHEREAS, the seller agrees to extend the Purchase and Sale Agreement Inspection Termination Date for another 90 days and the closing date 120 days from the original Purchase and Sale Agreement.

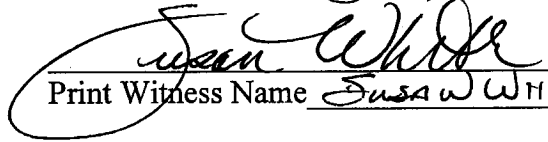
NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated by reference and made a part hereof.
2. Seller agrees to extend the Purchase and Sale Agreement Inspection Termination Date 90 days and the closing date 120 days.
3. All other provisions and agreements of the Purchase and Sale Agreement shall remain in full force.


IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Sellers:


Print Witness Name SUSAN WHITE


Print Witness Name SUSAN WHITE


SUSAN WHITE


KATHY LOUISE BARCO LANE
Trustee


BARRY RAY BARCO, Trustee


CHARLES KEITH BARCO
Trustee

Buyers:
ST. JOHNS COUNTY

Print Witness Name _____

Print Witness Name _____

BEN W. ADAMS, JR
County Administrator

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of August 16, 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 KATHY LOUISE BARCO LANE, BARRY RAY BARCO and CHARLES KEITH BARCO, as Trustees of Barco Family Charitable Trust, whose address is 7587 Wilson Blvd., Jacksonville, Florida 32210 ("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 0.333 acres 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 \$13,400.00 for the compensation for the property needed to improve Russell Sampson Road. 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)	\$1,340.00
(ii) Cash to Close	Closing Day	\$12,060.00
TOTAL PURCHASE PRICE		\$13,400.00

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 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.

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: **Kathy Louise Barco Lane, Barry Ray Barco, Charles Keith Barco**
7587 Wilson Blvd.
Jacksonville, Florida 32210

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.

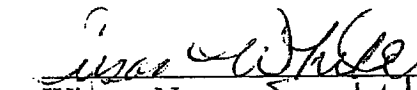
22. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

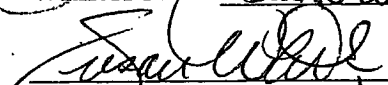
23. Board of County Commission Approval. This Agreement is subject to the adoption of a Resolution by the Board of County Commissioners, of St. Johns County authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.


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.

SELLERS:


Witness Name SUSAN WHITE


Witness Name SUSAN WHITE


SUSAN WHITE


Date: 7/5/05
KATHY LOUISE BARCO LANE, Trustee


Date: 7/7/05
BARRY RAY BARCO, Trustee


Date: 7/5/05
CHARLES KEITH BARCO, Trustee

Laura S. Taylor
Witness Name: Laura S. Taylor
Sarah Taylor
Witness Name: Sarah Taylor

BUYER:
ST. JOHNS COUNTY, FLORIDA

Ben W. Adams, Jr. Date: 16 AUG 25
Ben W. Adams, Jr.
County Administrator

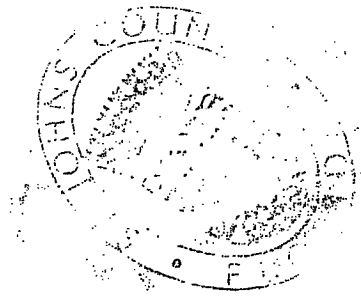


EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

Barco

PARCEL 120

FEE SIMPLE

PROJECT NO. 03/175

SHEET NO. 5

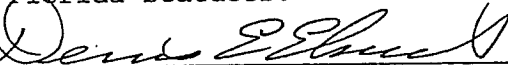
A part of Section 7, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1606, Page 1147 of the current public records of said county, and being more particularly described as follows:

COMMENCE at the Northeast corner of Section 18, Township 5 South, Range 28 East, St. Johns County, Florida; Thence South $88^{\circ}45'26''$ West, along the North line of said Section 18, a distance of 77.72 feet to the POINT OF BEGINNING; Thence continue South $88^{\circ}45'26''$ West, along said North line of Section 18, a distance of 30.40 feet to an intersection with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 3 COURSES: COURSE 1: Thence North $41^{\circ}56'16''$ West, a distance of 0.46 feet to a jog in said existing Northeasterly Right of Way line; COURSE 2: Thence South $88^{\circ}56'36''$ West, along said jog, a distance of 22.86 feet; COURSE 3: Thence North $41^{\circ}51'45''$ West, a distance of 352.35 feet; Thence North $47^{\circ}48'40''$ East, a distance of 38.15 feet; Thence South $42^{\circ}11'20''$ East, a distance of 387.75 feet to the POINT OF BEGINNING.

Containing 14,510 Square Feet (0.333 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 Surveyors and Mappers, pursuant to section 472.027, Florida statutes.



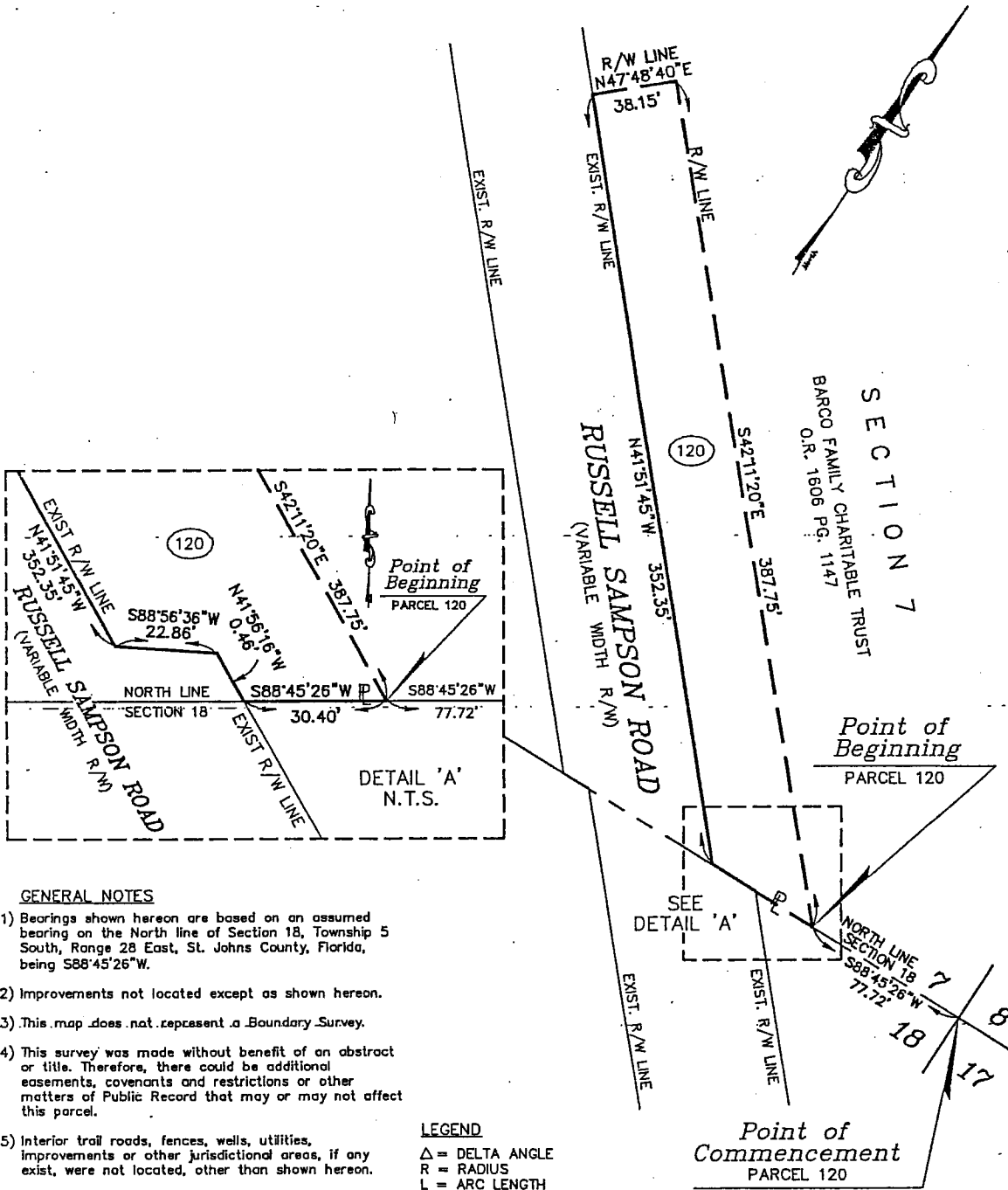
Dennis E. Elswick, PSM
Professional Surveyor and Mapper No 3190
3830 Crown Point Road, Suite A
Jacksonville, Florida 32257

Date: April 18, 2005

NOT VALID UNLESS SIGNED AND SEALED

MAP SHOWING SKETCH & DESCRIPTION

OF A PORTION OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA



GENERAL NOTES

- 1) Bearings shown hereon are based on an assumed bearing on the North line of Section 18, Township 5 South, Range 28 East, St. Johns County, Florida, being S88°45'26"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
 N.T.S. = NOT TO SCALE

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. T55-297

NO.	DATE	DESCRIPTION	BY

SHEET 1 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: PAR-120.DWG Drafter: M.BRENT Checked By: JES

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
 □ CONCRETE MONUMENT FOUND
 ○ 1/2" IRON PIPE SET WITH CLARY CAP
 ● IRON PIPE FOUND
 x CROSS CUT
 -x- FENCE

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 61G17-6, 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, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

DATED MARCH 22 2005
 SCALE 1" = 60'

Dennis E. Elswick
 DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Job No. _____