

RESOLUTION NO. 2006-332

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 RACE TRACK ROAD FOUR-LANING PROJECT.

RECITALS

WHEREAS, the owners of property located on Race Track Road 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 approximately a third of an acre of land for \$175,175.00 along Race Track Road for required Right-of-Way for the four-laning project, as part of the Capital Improvement Project that was funded as part of the 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 the West King Street corridor.

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

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to take necessary action to facilitate and close the purchase in accordance with the terms of said agreement.
3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 3rd day of October, 2006.

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

BY: 

James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

Exhibit "A" to the Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2006, 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 **EASTLAND DEVELOPMENT GROUP, INC., a Florida corporation** ("Seller"), whose address is 13361 Atlantic Boulevard, Jacksonville, Florida 32225.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the 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 0.33 acres located on Race Track Road, the property is shown 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 **One Hundred Seventy-five Thousand One Hundred Seventy-five and 00/100 Dollars (\$175,175.00)**, 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 thirty (30) days of Commission Approval (hereinafter defined)	\$ 17,517.75
(ii) Cash to Close	Closing Day	\$157,657.50
TOTAL PURCHASE PRICE		\$175,175.00

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

2. Title Evidence.

(a) Seller agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (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 ten (10) days after Buyer’s receipt of the Commitment or a denial thereof, if 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 or denial and such is timely noted in a Title Notice, Seller, at Seller’s sole option and expense, shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (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 or denial, 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) ROGERS TOWERS, P.A., 818 A1A North, Suite 208, Ponte Vedra Beach, Florida 32082, 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. Buyers acknowledges that Escrow Agent is counsel to Seller herein and Buyer agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Seller notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent’s duties hereunder are ministerial in nature.

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, ROGERS TOWERS, P.A., on or before one hundred twenty (120) 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 2006 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. Seller 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 ninety (90) 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, 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 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, or refused, 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: **Eastland Development Group, Inc., a Florida corporation**
13361 Atlantic Boulevard
Jacksonville, Florida 32225

Buyer: **St. Johns County, Florida, a political subdivision Of the State of Florida**
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: **Rogers Towers, P.A.**
818 A1A North, Suite 208
Ponte Vedra Beach, Florida 32082

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. Seller agrees to pay any 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.

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 counterparts.

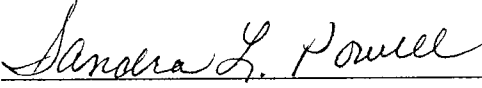
WITNESSES:



Signature

ARTHUR E. LANCASTER

Print



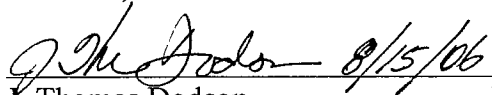
Signature

SANDRA L. POWELL

Print

SELLERS:

**EASTLAND DEVELOPMENT
GROUP, INC.**

 8/15/06

J. Thomas Dodson Date
President

WITNESSES:

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

Signature

By: _____
Ben W. Adams, Jr. Date
County Administrator

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

MAP SHOWING

Exhibit "A"
to the
Purchase and Sale
Agreement



POINT OF COMMENCEMENT
PARCEL 107

31 32

6 5

R=1312.80'
L=77.08'
Tan=38.55'
Δ=3°21'51"
CH=77.07'
CB=562°56'38"W

POINT OF BEGINNING
PARCEL 107

S01°18'46"E 136.54'

S01°18'46"E 153.35'

N25°30'43"W

133.08'

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

R=1178.80'
L=135.53'
Tan=67.84'
Δ=6°35'15"
CH=135.46'
CB=N61°07'14"E

RACE TRACK ROAD
(VARIABLE WIDTH R/W)

PARCEL 107
SHEET 1 OF 2

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.

DRAFTER: COLLIGAN
JOB No. 2006-489

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 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703 LB NO. 3731



LEGEND

- R/W = RIGHT-OF-WAY
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- ORV = OFFICIAL RECORDS VOLUME
- P.B. = PLAT BOOK
- P.O.S. = PARTS
- L = ARC LENGTH
- T = TANGENT
- R = RADIUS
- CH = CHORD
- Δ = DELTA

DATE MARCH 22, 2008
SCALE 1" = 50'
CHECKED BY:

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

MAP SHOWING

A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5 (ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY); THENCE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 136.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°18'46" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE 153.35 FEET TO A POINT ON A CURVE AND TO THE INTERSECTION WITH THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTHEASTERLY, ALONG SAID EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 06°35'15", AN ARC DISTANCE OF 135.53 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°07'14" EAST, 135.46 FEET; THENCE NORTH 23°30'43" WEST, A DISTANCE OF 134.08 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1312.80 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 03°21'51", AN ARC DISTANCE OF 77.08 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°56'38" WEST, 77.07 FEET TO THE POINT OF BEGINNING

CONTAINING 14217 SQUARE FEET (0.327 ACRES), MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 01°18'46" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC. MAP FILE NO. T5S-328

PARCEL 107
SHEET 2 OF 2

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.

DRAFTER: POLIGNAN
JOB No. 2008-188

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, BY CHAPTER 61G17-2, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 280-2703 LB No. 3731



LEGEND
 RW = RIGHT-OF-WAY
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 DELTA

DATE MARCH 22 2006
SCALE 1" = 50'

CHECKED BY:

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

Deposit received by _____, (Escrow Agent), which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

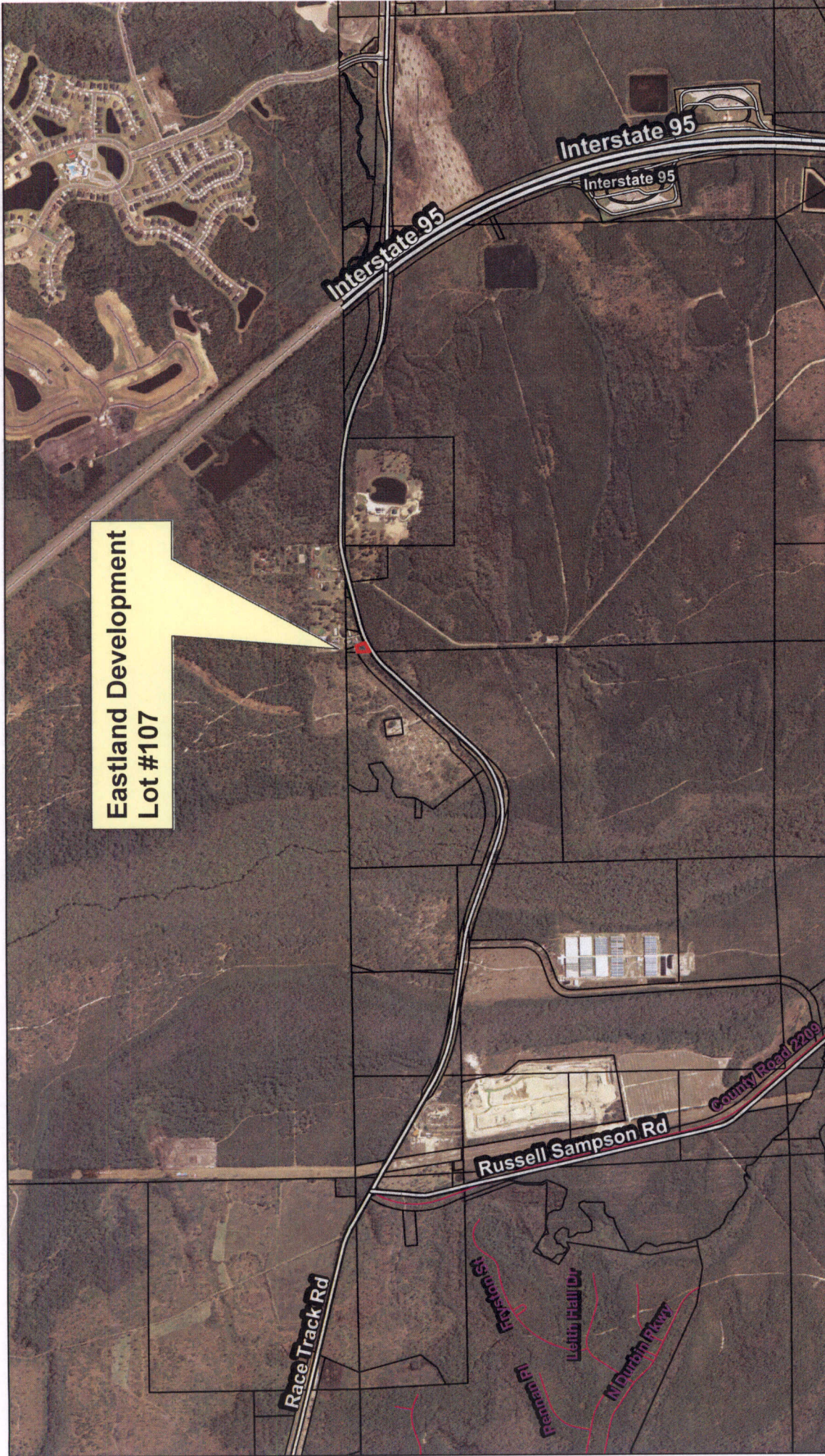
ESCROW AGENT

By: **ROGERS TOWERS, P.A.**

Name: _____

Title: _____

Date: _____

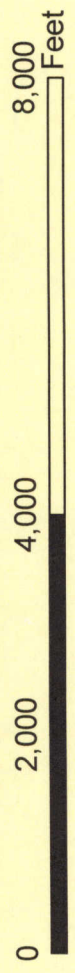


**Eastland Development
Lot #107**



DISCLAIMER
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.

Race Track Road Four-Laning Project



St. Johns County
Real Estate Division
(904) 209-0786
Date: September 18, 2006

