

RESOLUTION NO. 2006- 75

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

**RECITALS**

**WHEREAS**, Jacksonville West 95 Partners, LLC, owner of property on Russell Sampson Road has 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**, Jacksonville West 95 Partners, LLC., has agreed to sell their property for \$44,200.00 the appraised value; 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 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 move forward to close these transactions.

**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 21 day of MARCH, 2006.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Patricia A. Strade  
Deputy Clerk

RENDITION DATE 3-22-

**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 **JACKSONVILLE WEST 95 PARTNERS, LLC**, a **Florida limited liability company**, whose address is 9540 State Road 13., Jacksonville, Florida 32257 ("Seller").

**WITNESSETH:**

**WHEREAS**, Buyer 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 0.716 acre located on the east side of Russell Sampson Road for road improvements. (the "Road Improvements"). The property is described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

**WHEREAS**, Buyer is desirous of obtaining, and Seller is desirous of granting, a Temporary Construction Easement (the "Temporary Construction Easement") over certain real property adjacent to the Property and more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Easement Property"), for the purpose of tying the road and drive together. This will not be used for a construction staging area.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") for the property and the Temporary Construction Easement is **\$44,200.00** this price includes compensation for the property and Temporary Construction Easement. 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>\$4,420.00</b>
(ii) Cash to Close	Closing Day	<b>\$39,780.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$44,200.00</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 a Deed conveying the property to Buyer 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; and

(iii) restrictions and matters appearing on the plat of the Property.

(b) Buyer shall notify Seller in writing ("Title Notice") within 10 day after Buyer's receipt of the Commitment if the Commitment 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 the 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 to be issued in connection with the Commitment.

(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 is not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents with the Registry of the Circuit Court in and for St. Johns County (the "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 with the Court 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, on or before 120 days from the Effective 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 2005 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that it 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 (except to the extent the same constitute Permitted Encumbrances).

(iv) an easement in the form attached hereto as Exhibit "C" granting the Temporary Construction Easement.

(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. Prior to the Inspection Period, Buyer shall have the Property surveyed and shall provide written notice ("Survey Notice") to Seller if the new survey ("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 Effective 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 and neither party shall have any further liability hereunder.

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 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: Jacksonville West 95 Partners, LLC**  
9540 San Jose Blvd.  
Jacksonville, Florida 32257

**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 32145

**Attorney: Zelica M. Quigley, Esq., Falcone Group**  
1951 N.W. 19<sup>th</sup> Street, Suite 200  
Boca Raton, FL 33431

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.

**SELLER:**

**JACKSONVILLE WEST 95 PARTNERS, LLC.**

By: Falcon 95 Partners, LLC, its  
sole member

By: [Signature] Date: Feb. 24, 2006  
Its Manager

Print Name: Arthur J. Falcone

[Signature]  
Witness Name Esteen Canadian

[Signature]  
Witness Name Zelica M. Quigley

**BUYER:**

**ST. JOHNS COUNTY, FLORIDA**

Date: \_\_\_\_\_

**Ben W. Adams, Jr.**  
**County Administrator**

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

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



## EXHIBIT "A" TO PURCHASE AND SALE.

R+F

PARCEL 110

FEE SIMPLE

PROJECT NO. 03/175

SHEET NO. 3-4

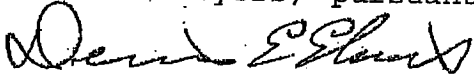
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 687, Page 1708 of the current public records of said county), and being more particularly described as follows:

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 Lot 10 of said Meehan Estates; Thence North  $01^{\circ}20'15''$  West, along last said line, a distance of 27.02 feet to a point on a curve; Thence Southeasterly, along the arc of a curve, concave Southwesterly, having a radius of 5030.00 feet, through a total central angle of  $00^{\circ}06'50''$ , an arc distance of 10.00 feet, said arc being subtended by a chord bearing and distance of South  $51^{\circ}00'32''$  East, 10.00 feet to the point of tangency; Thence South  $50^{\circ}57'08''$  East, a distance of 719.36 feet to an intersection with the Southerly line of said lands described in Official Records Volume 687, Page 1708; Thence North  $89^{\circ}18'11''$  West, along last said line, a distance of 64.47 feet to an intersection with said existing Northeasterly Right of Way line of Russell Sampson Road; Thence North  $51^{\circ}59'06''$  West, along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 635.16 feet to a jog in said existing Northeasterly Right of Way line of Russell Sampson Road; Thence North  $01^{\circ}20'15''$  West, along said jog, a distance of 40.51 feet to the POINT OF BEGINNING.

Containing 31,174 Square Feet (0.716 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 32237

Date: July 6, 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

Point of Beginning  
PARCEL 110  
Point of  
Commencement  
PARCEL 708

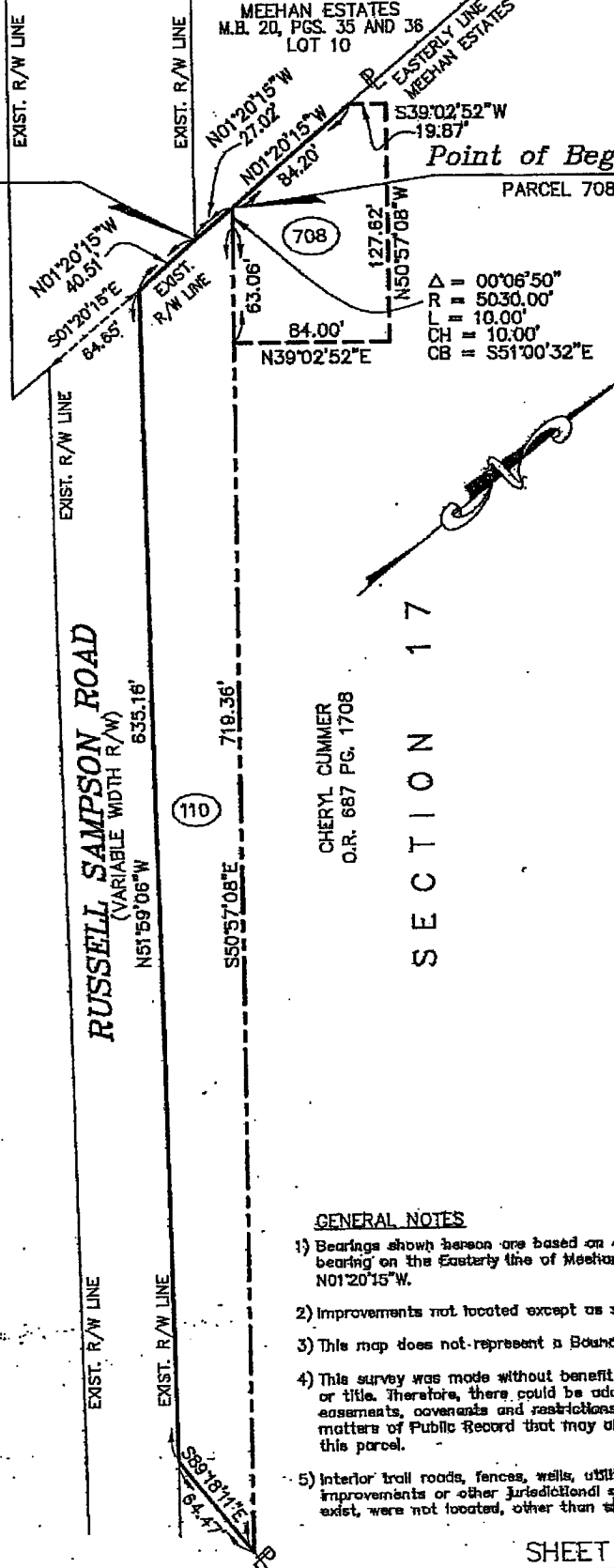
SOUTHEAST CORNER OF LOT 10  
MEEHAN ESTATES

MEEHAN ESTATES  
M.B. 20, PGS. 35 AND 36  
LOT 10

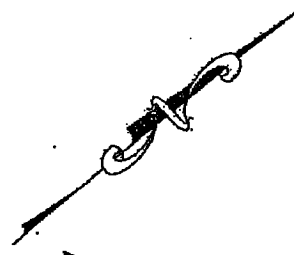
EASTERLY LINE  
MEEHAN ESTATES

Point of Beginning

PARCEL 708



Δ = 00°06'50"  
R = 5030.00'  
L = 10.00'  
CH = 10.00'  
CB = S51°00'32"E



SECTION 17

SECTION 17

RUSSELL SAMPSON ROAD  
(VARIABLE WIDTH R/W)

CHERYL CUMMER  
O.R. 687 PG. 1708

**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

**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.

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

NO.	DATE	DESCRIPTION	BY
1	8-13-04	DEL. PAR. 708 & DEL. PAR. 2081 TO 708	M.B.

SHEET 1 OF 2

PARTY CHIEF: N/A      F.B.: N/A      PG. N/A      CADD FILE: PAR-110-708.DWG      Drafter: M.BRENT      Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREOF, 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

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS



EXHIBIT "B" TO PURCHASE AND SALE

PARCEL 708

TEMPORARY CONSTRUCTION  
EASEMENT

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 687, Page 1708 of the current public records of said county), and being more particularly described as follows:

COMMENCE 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 Lot 10 of said Meehan Estates; Thence North  $01^{\circ}20'15''$  West, along said Easterly line of Meehan Estates, a distance of 27.02 feet to a point on a curve, and the POINT OF BEGINNING; Thence Southeasterly, along the arc of said curve, concave Southwesterly, having a radius of 5030.00 feet, through a total central angle of  $00^{\circ}06'50''$ , an arc distance of 10.00 feet, said arc being subtended by a chord bearing and distance of South  $51^{\circ}00'32''$  East, 10.00 feet to the point of tangency; Thence South  $50^{\circ}57'08''$  East, a distance of 63.06 feet; Thence North  $39^{\circ}02'52''$  East, a distance of 84.00 feet; Thence North  $50^{\circ}57'08''$  West, a distance of 127.62 feet; Thence South  $39^{\circ}02'52''$  West, a distance of 19.87 feet to an intersection with said Easterly line of Meehan Estates; Thence South  $01^{\circ}20'15''$  East, along last said line, a distance of 84.20 feet to the POINT OF BEGINNING.

Containing 8971 Square Feet (0.206 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: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED