

RESOLUTION 2007-93

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 AGREEMENTS FOR PROPERTY TO CONSTRUCT A NEW PUBLIC TRANSPORTATION OPERATIONS/ MAINTENANCE FACILITY

WHEREAS, St. Johns County staff has been working with the Federal Transit Administration to purchase property to construct a new Public Transportation Operations/Maintenance facility; and

WHEREAS, the current location of the transportation facility is located in a rented store front in a strip mall on St Augustine Beach that is in a flood zone and is inadequate to accommodate operations for a growing public transportation system; and

WHEREAS, the purchase includes two separate adjacent properties that are required to support the construction of the new facility as described in the Purchase and Sale Agreements attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the property targeted for purchase is located at 2575 Old Moultrie Road, approximately 700 feet south of the intersection with Lewis Point Road making it convenient to the geographical center of the St. Johns County public transportation system; and

WHEREAS, the operation of the facility will require a Commercial Intensive or Public Service zoning. The property described in Exhibit "A" is currently zoned Commercial Intensive and the property described in Exhibit "B" is being proposed for acquisition contingent on rezoning with both Agreements calling for a simultaneous closing; and

WHEREAS, the property will be purchased with Federal Transit Administration grant money, State Block Grant money, Developer Contributions and General Fund Reserves which could be reimbursed with future developer contributions; and

WHEREAS, County staff has received appraisals on both properties and letters of interest have been sent to the property owners who have executed the Purchase and Sale Agreements attached hereto; and

WHEREAS, to complete this transaction the County Administrator may execute documents required by the Federal Transit Administration on behalf of the County pertaining to this project and any extensions that may be needed on attached Purchase and Sale Agreements.

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 Agreements and authorizes the County Administrator to execute the Purchase and Sale Agreements and any documents that the Federal Transit Administration may require and take all steps necessary to close these transactions.

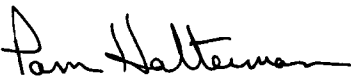
Section 3. The Clerk is instructed to file the original Purchase and Sale Agreements in the Clerks Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of March 2007.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY FLORIDA

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/21/07

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2007, 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 **CRAIG FUNERAL HOME, INC., a Florida Corporation** ("Seller"), whose address is Post Office Drawer 99, St. Augustine, Florida 32085-0099.

WITNESSETH:

WHEREAS, the County is desirous of purchasing 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 three (3) acres located on Old Moultrie 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 **Nine Hundred Forty Thousand dollars and 00/100 (\$940,000.00)**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

| | <u>Payment</u> | <u>Due Date</u> | <u>Amount</u> |
|------|--|--|----------------------------|
| (i) | Deposit to be held in Escrow by Escrow Agent (hereinafter defined) | Due within thirty (30) days of Commission Approval (hereinafter defined) | \$ 94,000.00 |
| (ii) | Cash to Close | Closing Day | <u>\$846,000.00</u> |
| | TOTAL PURCHASE PRICE | | \$940,000.00 |

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) **UPCHURCH, BAILEY AND UPCHURCH, P.A.**, 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all 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.

(c) Buyer acknowledges that Escrow Agent is Seller's attorney and agrees that its service as Escrow Agent shall not disqualify it from representing Seller as attorney in any dispute over the Deposit or relating to this Agreement.

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, **UPCHURCH, BAILEY AND UPCHURCH, P.A.**, 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084, on or before one hundred sixty (160) 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.

(e) This sale shall close simultaneously with the adjacent parcel owned by the Council on Aging.

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 ten (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 one hundred twenty (120) 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.

(a) Failure to Terminate. If Buyer fails to exercise its right to terminate on or before the Inspection Termination Date, Buyer shall be deemed to have waived any and all objections to the condition of the Property, and to have accepted the Property in “As Is” condition, without any warranties or representations as to its conditions or suitability for Buyer’s purposes.

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: **Craig Funeral Home, Inc.,
a Florida Corporation
c/o A. H. Craig, III
Post Office Drawer 99
St. Augustine, Florida 32085-0099**

With a copy to: **Frank D. Upchurch III, Esquire
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32084**

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

Escrow Agent: **Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
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. 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.

25. Zoning: This sale is contingent upon St. Johns County rezoning this site to Commercial Intensive or Public Service within 120 days from the date of this Agreement.

26. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(8),F.S.)

27. Lead-Based Paint: It is a condition of this contract that within 120 days from the date of this contract, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. This contingency will terminate at that time unless Buyer or Buyer's agent delivers to the Seller or Seller's agent a written inspection and/or risk assessment report listing the specific existing deficiencies and corrections needed, if any. If any corrections are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for completion of the corrections, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded to Buyer. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

EXHIBIT "A"

Being a part of the South Half of the Northeast Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 29 East, and described as follows:

Commence at the Northeast corner of the South Half of the Northeast Quarter of the Southeast Quarter of said Section 36, and run thence with said North line of said South Half, South 87 degrees 42 minutes 58 seconds West, 15 feet to the West line of Old Moultrie Road, (and being the starting point of a conveyance to James A. and Priscilla F. Bolton, recorded in Official Records Book 105, Page 431 and run thence with the West side of said Road South 02 degrees 08 minutes East, a distance of 139.00 feet, to the point of beginning at the Northeast corner of the herein described parcel of land, thence continue South 02 degrees 08 minutes East along said West side of Old Moultrie Road a distance of 142.82 feet, thence leaving said road and running South 87 degrees 42 minutes 58 seconds West, a distance of 753.81 feet (old deed calls for 772.20 feet) thence North 02 degrees 08 minutes West, a distance of 201.82 feet, thence North 87 degrees 42 minutes 58 seconds East, a distance of 440.00 feet, thence South 02 degrees 08 minutes East, a distance of 59.00 feet, thence North 87 degrees 42 minutes 58 seconds East, a distance of 314.00 feet to the point of beginning.

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

ESCROW AGENT

Upchurch, Bailey and Upchurch, P.A.

Name: _____

Title: _____

Date: _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2007, 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 **ST. JOHNS COUNTY COUNCIL ON AGING, INC.** ("Seller"), whose address is 180 Marine Street, St. Augustine, Florida 32084.

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 one and three quarters acres located on Old Moultrie 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 Six Hundred Twenty-Five Thousand (\$625,000.00), subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

| <u>Payment</u> | <u>Due Date</u> | <u>Amount</u> |
|--|--|---------------------|
| (i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined) | Due within thirty (30) days of Commission Approval (hereinafter defined) | \$ 69,000.00 |
| (ii) Cash to Close | Closing Day | \$621,000.00 |
| TOTAL PURCHASE PRICE | | \$690,000.00 |

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

2. Title Evidence.

(a) Buyer 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) **UPCHURCH, BAILEY & UPCHURCH, P.A.**, 780 North Ponce De Leon Blvd., St. Augustine, Florida 32084, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all 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, **UPCHURCH, BAILEY & UPCHURCH, P.A.**, 780 Ponce De Leon Blvd., St. Augustine, Florida 32084, on or before one hundred sixty (160) 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.
- (e) This sale shall close simultaneously with the adjacent parcel owned by Craig Craig Funeral Home.

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 ten (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 on hundred twenty (120) 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 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: **St. Johns Council on Aging, Inc.**
180 Marine Street
St. Augustine, FL 32084

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

Escrow Agent: **Upchurch, Bailey & Upchurch, P.A.**
780 Ponce De Leon Blvd.
St. Augustine, Florida 3208

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.

25. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(8), F.S.)

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

WITNESSES:

Signature

Print

Signature

Print

WITNESSES:

Signature

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

SELLERS:

St. Johns County Council on Aging, Inc.

Print Name: _____

Title: _____

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the
State of Florida

By: _____ Date

Walley J. Kropacek
Interim County Administrator

Exhibit "A"

The land referred to in this Exhibit is located in the County of St. Johns and the State of Florida in Deed Book 973, at Page 125 and described as follows:

For a Point of Reference BEGIN at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 7 South, Range 29 East; thence South 87 degrees 42 minutes 58 seconds West 33.00 feet to the West Right-of-Way of State Road 5-A and the POINT OF BEGINNING; thence South 02 degrees 08 minutes 00 seconds East along said West Right-of-Way 139.00 feet; thence South 87 degrees 42 minutes 58 seconds West, 314.00 feet; thence North 02 degrees 08 minutes 00 seconds West, 59.00 feet; thence South 87 degrees 42 minutes 58 seconds West 440.00 feet; thence North 02 degrees 08 minutes 00 seconds West, 80.00 feet; thence North 87 degrees 42 minutes 58 seconds East, 754 feet to the POINT OF BEGINNING.

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: Upchurch, Bailey & Upchurch, PA

Name: _____

Title: _____

Date: _____