# RESOLUTION NO. 2008-\_203

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 INTERSECTON IMPROVEMENTS AND TURN LANE ON GREENBRIAR ROAD AND COUNTY ROAD 244.

## **RECITALS**

WHEREAS, The Goodman Trust as the owner, 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, the owner has agreed to sell a portion of their property for the needed intersection improvement turn lane on Greenbriar Road and County Road 244; and

WHEREAS, the improvements to Greenbriar Road and County Road 244 is a Capital Improvement Project as outlined within the County and Main Street CDD Development Order; and

WHEREAS, it is in the best interest of the County to acquire this property for the safety improvements to the intersection and turn lane that is needed on Greenbriar Road and County Road 244.

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.
- Section 3. The Clerk of Courts of St. Johns County is instructed to file the original Purchase and Sale Agreement in the Clerk's Office of St. Johns County, Florida.

BOARD OF COUNTY COMMISSIONERS OF STACHUS COUNTY, FLORIDA

Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

Deputy Clerk

RENDITION DATE 8 8 0

#### PURCHASE AND SALE AGREEMENT

of \_\_\_\_\_\_, 2008, 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 THE GOODMAN TRUST, whose address is, 946 Old Country Road, Severna Park, MD. 21146-0000. ("Seller"),

#### WITNESSETH:

WHEREAS, the County is desirous of purchasing approximately 1.36 acres (to be determined by survey) 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 1.36 acres, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); a part of parcel 001360-0000 and

# NOW THEREFORE, it is mutually agreed as follows:

- 1. Purchase Price and Deposit.
- (a) The purchase price in the amount of \$136,000.00 is subject to the prorations hereinafter provided. The purchase price has been based on the site containing approximately 1.36 acres. The Purchase Price shall be paid as follows:

Payment	<u>Due Date</u>	<u> </u>	Amount
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within thirty (30) days of Commission Approval (hereinafter defined)	\$	13,600.00
(ii) Cash to Close	Closing Day	\$	122,400.00
TOTAL PURCHASE PRICE		\$	136,000.00

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
- 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. <u>Identity and Obligation of Escrow Agent.</u>

- (a) ACTION TITLE OF ST. JOHNS COUNTY, INC., 3670 U.S. 1 South, St. Augustine, Florida 32086, 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. <u>Closing.</u> 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 of St. Johns County, Inc. 3670 U.S. 1 South, St. Augustine, Florida 32086 within one hundred and eighty (180) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
- 5. <u>Prorations.</u> Any real property taxes shall be prorated on the basis of the 2008 taxes at the highest allowable discount.
- 6. <u>Seller's Representations</u>. 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. <u>Closing Expenses.</u> Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel. Seller to pay for property taxes prorated to day of closing.
- 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 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.
- 11. <u>Termination of Contract.</u> If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then 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 is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.
- 12. <u>Default.</u> (a) <u>Default by Seller.</u> 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) <u>Default by Buyer.</u> 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.

- 13. <u>Survival.</u> 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.
- 14. <u>Counterparts.</u> 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.
- 15. <u>Modification Must be in Writing</u>. 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.
- 16. 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.
- 17. <u>Assignability</u>. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.
  - 18. <u>Time</u>. Time is of the essence of all provisions of this Agreement.
- 19. 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.
- 20. <u>Notices.</u> 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:

The Goodman Trust

946 Old Country Road

Severna Park, MD. 21146-0000

Buyer:

St. Johns County, Florida, a political subdivision

of the State of Florida 4020 Lewis Speedway St. Augustine, Florida 32084

Escrow Agent: Action Title of St. Johns County, Inc.

3670 U.S. 1 South

St. Augustine, Florida 32086

- 21. 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.
- 23. Commission Dues. Seller agrees to pay any real estate commissions that may be owed only of this transaction.

  24. Board of County Commission Approximation by the St. Johns C. the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

- as a result of this transaction.
- resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.
- 25. 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.
- 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.)

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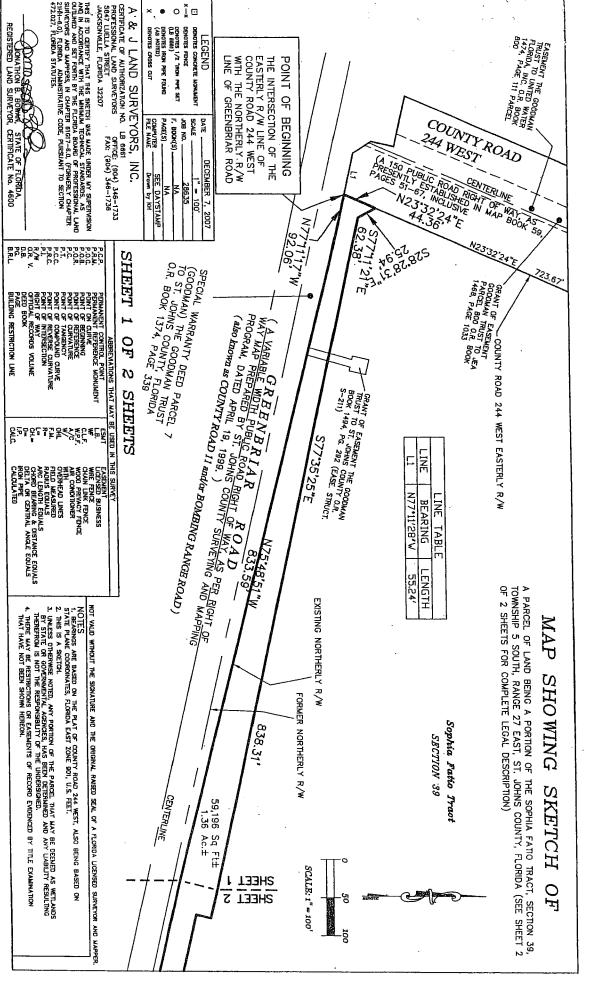
27. "As Is". Except as set forth in paragraph 6 above, Seller makes no representations or warranties pertaining to the Property. The Property is being sold and accepted in it "as is", "where is" condition and, except as expressly set forth in this Agreement, or in the documents to be delivered at Closing, Seller hereby expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality or condition of the Property including, without limitation, any warranty provided for under Florida statutory or common law. Buyer acknowledges and agrees that Buyer is relying on its own independent due diligence investigation of the Property and its knowledge and experience in entering into this Agreement and except as expressly set forth in this Agreement or in the documents to be delivered at Closing agrees to accept the Property in "as is" condition and to waive any and all warranties relating thereto.

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

The Goodman Trust  Lli Iliam I. Lev el Manuel  William H. Goodman, as Trustee Date 173	
BUYER: ST. JOHNS COUNTY, FLORIDA A political subdivision of the State of Florida	
By: Michael D. Wanchick Date County Administrator	

Deposit received by	, (Escrow Agent), which the Escrov
Agent agrees to return in accordance v	, (Escrow Agent), which the Escrov with the terms and conditions within the Agreement.
	ESCROW AGENT
	By: (Title Company Name)
	Name:
	Title:
	Date:

provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, and BUYER shall be relieved of and from any and all further obligation to one another. boundaries of "The Property" this contract will be deemed null and void, and SELLER the SELLER and BUYER, and will be further defined by Boundary Survey to be The exact configuration and boundaries of "The Property" will be mutually agreed to by SELLER and BUYER cannot mutually agree upon the exact configuration and



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12/7/2007

114644 AM

#### THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERMISION AND IN ACCORDANCE WITH THE MINIMAL TECHNOLA STANDARDS, AS A COUNTINED AND SET FORTH BY THE FLURDIA GOADD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 81G17-6.0, (FORMERLY CHAPTER 21HH-6.0) FLORIDA, ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. CERTIFICATE OF AUTHORIZATION NO. LB 6661 PROFESSIONAL LAND SURVEYORS OFFICE: (904) 346-1733 5847 LUELLA STREET FAX: (904) 346-1736 SPECIAL WARRANTY DEED PARCEL 7 (GODDMAN) THE GOODMAN TRUST TO ID. JOHNS COUNTY, FLORIDA O.R. BOOK 1374, PAGE 339 οį̃ο 5847 LUELLA SIREEI JACKSONVILLE, FLORIDA 32207 & J LAND SURVEYORS, INC. CNDRAVINGSNGREENBRIAR-GOODMANNGREENBRIAR-TURNLANE-SKETCH-SHEET2.dwg 12/7/2007 REGISTERED LAND SURVEYOR, CERTIFICATE NO. 4800 DENOTES CROSS CUT DENOTES IRON PIPE FOUND (AS NOTED) DENOTES 1/2 TRON PIPE SET (LB 6661) DENOTES FENCE DENOTES CONCRETE MONUMENT SECTION 39 LEGEND 59,196 1.36 PAGE(S) \_ FILE NAME SCALE DATE F. BOOK(S)\_ JOB NO. -Sq Ft Ac.± Ę SCALE: 1" = 100' SEE DAYSTAMP Drawn by KH DECEMBER 7, 2007 SHEET SHEET 28635 7 \$7771'20"E and for BOMBING RANGE ROAD /2 5 ,37.97 PROGRAM, DATED APRIL 19, 1999. S12.48,40"W 20.00 DEED BOOK PAGE BUILDING RESTRICTION LINE TY ON CURVE TY OF BEGINNING TY OF REFERENCE OF CURVATURE OF CAMPOUND CURVE OF REVERSE CURVATURE OF REVERSE CURVATURE OF REVERSE CURVATURE OF MATERIAL CURVATURE OF MATERIAL CONTROL OF MATERIAL CONTROL OF MATERIAL CONTROL RECORDS VOLUME N77"11"20"W REFERENCE MONUMENT S PUBLIC ROAD RIGHT OF WAY AS PER EXISTING NORTHERLY R/W S7771'20"E S THAT MAY BE USED IN THE NUMBENT LESS. WE SEE SHIP LESS. WE SEE SHIP LESS. WE SEE SHIP LESS. WE SEE SHIP LESS. LESS AS COUNTY ROAD 11 AND/OR BOMBING RANGE ROAD, A VARIABLE WIDTH PUBLIC ROAD RIGHT OF WAY, AS PER RIGHT OF WAY MAP PREPARED BY ST. JOHNS COUNTY SURVEYING AND MAPPING PROGRAM, DATED APRIL 19, 1999; THENCE NORTH WAY MAP PREPARED BY ST. JOHNS COUNTY SURVEYING AND MAPPING PROGRAM, DATED APRIL 19, 1999; THENCE NORTH 23'32'24" EAST, ALONG AND WITH SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 44.36 FEET TO A POINT; THENCE SOUTH 77'11'21" EAST, A DISTANCE OF 62.38 FEET TO A POINT; THENCE SOUTH 77'13'25" EAST, A DISTANCE OF 838.31 SOUTH 12'48'40" WEST, A DISTANCE SOUTH 77'11'20" EAST, A DISTANCE OF 800.00 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 800.10 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 800.10 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 800.10 FEET TO A POINT; THENCE SOUTH 12'48'40" WEST, A DISTANCE OF 800.10 FEET TO A POINT; COURSE NUMBER THERE NUMBER TWO: NORTH COURSE NUMBER TWO: NORTH COURSE NUMBER TWO: NORTH 75'48'51" WEST, A DISTANCE OF 833.59 FEET TO A POINT; COURSE NUMBER THREE: NORTH 77'11'17" WEST, A DISTANCE OF 820.60 FEET TO A POINT TO THE POINT OF BEGINNING. A PARCEL OF LAND BEING A PORTION OF THE SOPHIA FATIO TRACT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, A 150 FOOT PUBLIC ROAD RIGHT OF WAY, AS PER SAID PLAT RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, ALSO KNOWN 11:44:19 THE ABOVE DESCRIBED LANDS CONTAIN 59,196 SQUARE FEET OR 1.36 ACRES, MORE OR LESS, IN AREA. SHEETS AM EST OVERHEAD LINES FIELD MEASURED RADIUS EQUALS ARC LENGTH EQUALS CHORD BEABING & DISTANCE EQUALS DELITA OR CENTRAL ANGLE EQUALS FORMER NORTHERLY R/W EASEMENT LICENCE BUSINESS WRE FENCE CHAIN LINK FENCE WOOD PRIVACY FENCE AIR CONDITIONER RON PIPE 800.00 AS PER RIGHT OF 838.57 LEGAL DESCRIPTION # 11, PARCEL "D" O.R. BOOK 1289, PAGE 1662 FIRST UNION NATIONAL BANK to 2. THIS IS A SKETCH. 3. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEKED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING BY STATE OR GOVERNMENTAL THE RESPONSIBILITY OF THE UNDERSIGNED. 1. BEARINGS ARE BASED ON THE PLAT OF COUNTY ROAD 244 WEST, ALSO BEING BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE 801, U.S. FEET. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TILE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON. GRANT OF EASEMENT THE GOODMAN TRUST TO ST. JOHNS COUNTY Sophia Fatio Tract SECTION 39 S12 <sup>2</sup>\*48'40"W 30.00\*

AND MAPPER

Sophia Fatio Tract

LEGAL DESCRIPTION

SHOWING

SKETCH

OF