

RESOLUTION NO. 2008- 267

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

RECITALS

WHEREAS, the owners, Leslie David Chambers, Jr. and Frances Dianne Chambers, have executed a Purchase and Sale Agreement for their property needed for the construction of a pond site for the improvements to Woodlawn Road, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this is a Capital Improvement Project for Woodlawn Road from SR16 to the "T" Intersection and needs to be upgraded to a two lane major collector road with 12 foot travel lanes. The improvements will accommodate the increased traffic with the completion of the intersection signalization improvements to SR16; and

WHEREAS, the owners have agreed to sell their property for \$339,900.00 which is 18% over the appraised value for 1.16 acres and their increase of living expenses; and

WHEREAS, the property owners have requested to stay in the home for a maximum time frame of one year and will pay \$500.00 a month to the County until they find a new home; and

WHEREAS, it is in the best interest of the County to acquire the property for the improvements needed to Woodlawn Road.

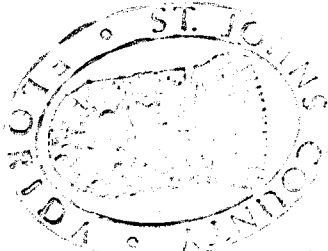
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

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 two original Purchase and Sale Agreements taking all steps necessary to move forward to close this transaction.

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 30 day of September, 2008.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:

Thomas G. Manuel
Thomas G. Manuel, Chair

ATTEST: Cheryl Strickland, Clerk

By:

Pam Halterman
Deputy Clerk

RENDITION DATE 10/1/08

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as 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 **LESLIE DAVID CHAMBERS, JR. and FRANCES DIANNE CHAMBERS, as Co-Trustees of the Chambers Trust** ("Seller"), whose address is 1600 Woodlawn Road, St. Augustine, Florida 32084.

WITNESSETH:

WHEREAS, the Buyer 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 the property needed for the roadway related improvements to Woodlawn Road, the property as shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

WHEREAS, Buyer is a political subdivision of the State of Florida and, as such, has the power of eminent domain; and

WHEREAS, Buyer and Seller enter into this Agreement so as to avoid Buyer having to exercise its power of eminent domain and take the Property, which is needed for the County's planned roadway related improvements to Woodlawn Road.

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **\$339,900.00** for the property needed for the improvements. 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)	\$ 33,990.00
(ii) Cash to Close	Closing Day	\$305,910.00
TOTAL PURCHASE PRICE		\$339,900.00

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) **Paradise Title** 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, **Paradise Title of St. Augustine, LLC**, whose address is 2225 South A1A, St. Augustine, Florida 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 2008 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).

(iv) a Hold Harmless Agreement from the Seller in favor of the Buyer is required to be executed at closing, releasing St. Johns County from any and all claims or damage to the property, personal property and the house during the post-closing time the house is occupied by the Seller.

(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 and the cost of recording the deed. Buyer will be responsible for 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. Further, Seller understands and agrees that Seller is waiving any claim Seller may have to attorney's fees and costs in connection with this Agreement and the negotiations that have resulted in this Agreement. This waiver of attorneys' fees and costs includes any claim for such fees under Chapters 73 and 74, Florida Statutes, and shall be regardless of whether or not Buyer exercises its right to terminate this Agreement as provided for herein.

9. Post Closing Possession. Seller may remain in possession of the Property for a period of up to 365 days after Closing. Seller shall pay a prorated amount equal to Seller's time of post-closing possession up to a total amount of \$6,000.00 (\$500.00 per month), as rent for Seller's post-closing possession. During this time, if the County and/or County consultants need to enter the property for additional testing they will be permitted entrance upon reasonable notice. This provision shall survive Closing.

10. 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.

11. 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.

12. Termination of Contract. 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.

13. 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 any claims Seller might have to claim attorneys' fees and costs, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

14. 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.

15. 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.

16. 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.

17. 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.

18. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

19. Time. Time is of the essence of all provisions of this Agreement.

20. 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, Florida and the parties waive trial by jury.

21. 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: Leslie David and Frances Diane Chambers
1600 Woodlawn Road
St. Augustine, Florida 32084**

**With copy to:
Douglas N. Burnett
170 Malaga Street, Suite A
St. Augustine, Florida 32084**

**Buyer: St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32084**

**Escrow Agent: Paradise Title of St. Augustine, LLC
2225 A1A South
St. Augustine, Florida 32084**

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.

22. 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.

23. Commission Dues. Seller and Buyer agree no real estate commission is due on this transaction.

24. 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.

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.)

SIGNATURES ON FOLLOWING PAGE


*SELLER HAS THE OPTION TO REMOVE ANY CONTENTS,
ATTACHED OR OTHERWISE FROM PROPERTY*

*(Signature) FAC
D.S.*

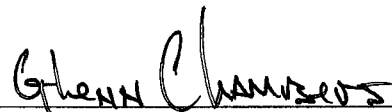
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its

counterparts.

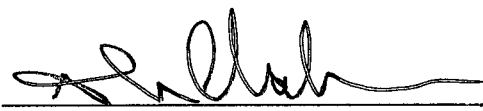
WITNESSES:



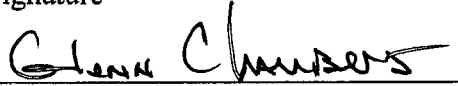
Signature



Print Witness Name



Signature



Print Witness Name

WITNESSES:

Signature

Print Witness Name

Signature

Print Witness Name

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

SELLER:



LESLIE DAVIS CHAMBERS, JR. ,
Co- Trustee



FRANCES DIANE CHAMBERS,
Co-Trustee

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

By: _____
Michael D. Wanchick
County Administrator

EXHIBIT A

Commence at the Southwest corner of Section 2, Township 7 South, Range 29 East, thence North 1 degree 24 minutes West 700.5 feet; thence North 88 degrees 36 minutes East 240.0 feet to the East right of way line of a County Road; thence Northerly along the East right of way of a County Road 450.00 feet to the Point of Beginning; thence South 88 degrees 55 minutes East 200.0 feet; thence North 21 degrees 11 minutes West 135.1 feet, thence North 88 degrees 55 minutes West 150 feet to the East right of way line of the County Road; thence South 0 degrees 32 minutes West along the East right of way line of a County Road 125.0 feet to the point of beginning.

AND

A parcel of land in Government Lot 4, Section 2, Township 7 South, Range 29 East, St. Johns County, Florida, and more fully described as follows: Commence at the Northwest corner of the property owned by Mr. and Mrs. J.D. Chambers, Jr. as described in Deed Book 256, Page 411, of the public records of St. Johns County, Florida, for the point of beginning of this description; thence South 88 degrees 55 minutes East, 150.0 feet the Northeast corner of the above described property; thence South 21 degrees 11 minutes East, 135.1 feet to the Southeast corner of the property described in Deed Book 256, Page 411; thence South 88 degrees 55 minutes East, 82.42 feet; thence North 2 degrees 05 minutes East, 162.16 feet to the Southeast corner of the property being purchased this date by Mr. and Mrs. Owen A. Allman thence North 88 degrees 55 minutes West, 286.58 feet along the South line of the property being purchased this date by Mr. and Mrs. Owen A. Allman to the point on the East line of an existing County Road; thence Southerly 37.35 feet along the East line of said County Road to the point of beginning.

COPY