

RESOLUTION NO. 2009-143

**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 REQUIRED FOR SEGMENT III OF THE VOLUSIA STREET/FOUR MILE ROAD PROJECT.**

**RECITALS**

**WHEREAS**, the owners of property located along Volusia Street have executed and presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the subject property includes two parcels that the County requires for this Capital Improvement Project in order to bring Volusia Street up to standard and add sidewalks, this is funded as part of the 2006 Transportation Bond; and

**WHEREAS**, the property has been in a family estate with title issues that were recently resolved and the owners have agreed to sell the subject lots for the appraised value of \$70,000.00; and

**WHEREAS**, it is in the best interest of the County to acquire this property in order to make the needed road improvements.

**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 on behalf of the County, and take necessary action to facilitate and close the purchase in accordance with the terms of said agreement.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk of Circuit Court is instructed to record the County Deed in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 19<sup>th</sup> day of May, 2009.



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

BY: Cyndi Stevenson  
Cyndi Stevenson, Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 5/20/09

Exhibit "A" to the Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of \_\_\_\_\_, 2009, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and LUCIUS A. CAMPBELL, VIRGINIA C. WILLIS, GWENDOLYN C. BATIE, HELEN PINKNEY, as to a one-fifth interest each, BARBARA JEAN ANDERSON, as to a one-tenth interest, and KIM SIMMONS and GERALDINE BRYANT, as to a one-twentieth interest each, (Seller),.

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 two parcels as 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.

(a) The purchase price ("Purchase Price") is SEVENTY THOUSAND AND 00/100 dollars (\$70,000.00), subject to the prorations hereinafter provided. The Purchase Price shall be divided as to five interests and paid in equal amounts, minus related closing costs to:

LUCIUS A. CAMPBELL	1/5 interest
VIRGINIA C. WILLIS	1/5 interest
GWENDOLYN C. BATIE	1/5 interest
HELEN PINKNEY	1/5 interest
BARBARA JEAN ANDERSON	1/10 interest
KIM SIMMONS	1/20 interest
GERALDINE BRYANT	1/20 interest

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

2. Prorations. Any real property taxes shall be prorated on the basis of the 2008 taxes at the highest allowable discount.

3. Closing. The closing of the sale of the Property ("Closing") shall take place at the administrative offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. 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.

5. 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 release (“Release”) to be signed by Seller as to indemnify the County from any future claims by Seller, or their successors;

(iii) an affidavit (Affidavit) to be signed by Seller stating that to Seller’s knowledge there are no other living heirs, or any other party(s) who may have any entitlement to said Property;

(iv) Non-Foreign Certificate and Request for Taxpayer Identification Number “FIRPTA” affidavit to be signed by seller.

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) 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.

6. Closing Expenses. Seller shall pay the cost of recording the deed, documentary stamps, property taxes to day of closing, and any other affiliated recording fees. Seller 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

16. 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.

17. 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:           **Lucius A. Campbell**  
17100 S.W. 49<sup>th</sup> Place  
Miramar, Florida 33027

**Virginia C. Willis**  
960 Windgrove Trail  
Maitland, Florida 32751

**Gwendolyn C. Batie**  
2770 N.W. 26<sup>th</sup> Avenue  
Ft. Lauderdale, Florida 33311-2020

**Helen Pinkney**  
Post Office Box 216  
Elkton, Florida 32033-0216

**Barbara Jean Anderson**  
765 Railroad Street  
St. Augustine, Florida 32084

**Kim Simmons**  
c/o 765 Railroad Street  
St. Augustine, Florida 32084

**Geraldine Bryant**  
c/o 765 Railroad Street  
St. Augustine, Florida 32084

Buyer: **St. Johns County, Florida, a political subdivision  
of the State of Florida**  
500 San Sebastian View  
St. Augustine, Florida 32084

18. 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.

19. 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.

20. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

21. 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.

22. 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.

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

24. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.





WITNESSES:

Jacquelyn B. Mixon 4/17/09  
Signature Date

Jacquelyn B. Mixon  
Print

Catherine L. Maier 4/17/09  
Signature Date

CATHERINE L. MAIER  
Print

SELLER:

Virginia C. Willis 4/17/09  
Virginia C. Willis Date

**WITNESSES:**

[Signature]                      4/15/09  
Signature                                      Date

Kimberly Wade-Hill  
Print

[Signature]                      4/15/09  
Signature                                      Date

Alexandra Green  
Print

**SELLER:**

[Signature]                      4/15/09  
Gwendolyn C. Batie                                      Date

**WITNESSES:**

Ms. Dorothy Thomas 4/22/09  
Signature Date

Dorothy Thomas  
Print

John V. Bell 4/22/09  
Signature Date

John V. Bell  
Print

**SELLER:**

Helen Pinkney 4/22/09  
Helen Pinkney Date

**WITNESSES:**

Cecilia Aldrich 4-17-09  
Signature Date

CECELIA Aldrich  
Print

Laurie Ford 4-17-09  
Signature Date

Laurie Ford  
Print

**SELLER:**

Barbara Anderson 4/17/09  
Barbara Jean Anderson Date

WITNESSES:

Cecilia Aldrich 4-17-09  
Signature Date

CECELIA Aldrich  
Print

Laurie Ford 4-17-09  
Signature Date

Laurie Ford 4-17-09  
Print

SELLER:

Kim Simmons 4-17-09  
Kim Simmons Date

**WITNESSES:**

Cecilia Aldrich 4-17-09  
Signature Date

CECELIA Aldrich  
Print

Louise Ford 4-17-09  
Signature Date

Louise Ford  
Print

**SELLER:**

Geraldine Bryant 4-17-09  
Geraldine Bryant Date

**WITNESSES:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

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

By: \_\_\_\_\_  
Michael D. Wanchick Date  
County Administrator

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

## Exhibit “A”

Parcel 1

A part of Lot 6, Block 75, of Dancy Tract, as recorded in Map Book 1, Page 1, of the Public Records of St. Johns County, Florida, lying in the Avicé & Veil Grant, Section 41, Township 7, South, Range 29 East, said St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the easterly existing Right of Way line of North Volusia Street (a 30 foot Right of Way as now established) with the northerly existing Right of Way line of Chapin Street (a 30 foot Right of Way as now established), said intersection being the southwesterly corner of Lot 3, Block 75, of Dancy Tract, as recorded in Map Book 1, Page 1, of the Public Records of St. Johns County, Florida; thence departing said northerly existing Right of Way line of Chapin Street, north  $05^{\circ}12'38''$  west, along said easterly existing Right of Way line of North Volusia Street, a distance of 204.52 feet to the southwesterly corner of Lot 6, Block 75, of said Dancy Tract, and the Point of Beginning; thence continue north  $05^{\circ}12'38''$  west, along said easterly existing Right of Way line of North Volusia Street, a distance of 50.04 feet; thence north  $83^{\circ}11'25''$  east, departing said easterly existing Right of Way line of North Volusia Street, a distance of 199.57 feet to the easterly line of said Lot 6; thence south  $05^{\circ}59'30''$  east, along said easterly line of Lot 6, a distance of 52.76 feet to the southerly line of said Lot 6; thence south  $83^{\circ}58'26''$  west, along said southerly line of Lot 6, a distance of 200.23 feet to the Point of Beginning.

Parcel 2

A part of Lot 3, Block 75, of Dancy Tract, as recorded in Map Book 1, Page 1, of the Public Records of St. Johns County, Florida, lying in the Avicé & Veil Grant, Section 41, Township 7, South, Range 29 East, said St. Johns County, Florida, being more particularly described as follows:

Begin at the intersection of the easterly existing Right of Way line of North Volusia Street (a 30 foot Right of Way as now established) with the northerly existing Right of Way line of Chapin Street (a 30 foot Right of Way as now established), said intersection being the southwesterly corner of Lot 3, Block 75, of Dancy Tract, as recorded in Map Book 1, Page 1, of the Public Records of St. Johns County, Florida; thence departing said northerly existing Right of Way line of Chapin Street, north  $05^{\circ}12'38''$  west, along said easterly existing Right of Way line of North Volusia Street, a distance of 104.52 feet; thence north  $83^{\circ}58'26''$  east, departing said easterly existing Right of Way line of North Volusia Street, a distance of 101.36 feet; thence south  $05^{\circ}59'30''$  east, a distance of 103.00 feet to the said northerly existing Right of Way line of Chapin Street, thence south  $83^{\circ}08'02''$  west, along said northerly existing Right of Way line of Chapin Street, a distance of 102.80 feet to the Point of Beginning.

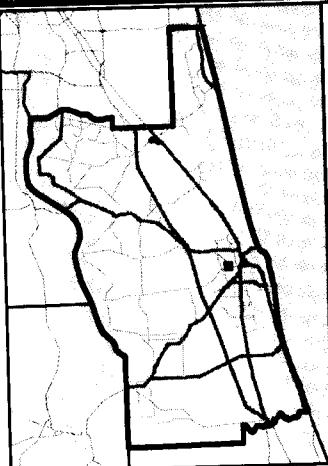




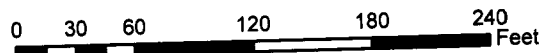
Charles Baker Estate  
2 Lots  
PIN #115980-0000

Chapin St

N Volusia St



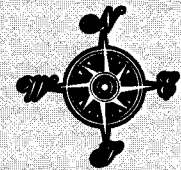
### Segment III/No. Volusia St./ Four Mile Rd. Project Charles Baker Estate Parcels



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Prepared by:  
Cecelia Aldrich  
April 8, 2009  
(904) 209-0786



2008 Aerial Imagery

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