

RESOLUTION NO. 2012- 130

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE FIRST AMENDMENT TO AGREEMENT TO SELL AND PURCHASE REAL ESTATE BETWEEN ST. JOHNS COUNTY, FLORIDA, AND LOWE'S HOME CENTERS, INC.**

**RECITALS**

**WHEREAS**, on November 1, 2011, in accordance with Florida Statute Section 125.045(3), the Board approved an Agreement to sell the County-owned Health and Human Services Center property on U.S. 1 South to Lowe's Home Centers, Inc., for a public purpose of economic development; and

**WHEREAS**, in compliance with terms of the Agreement, Lowe's Home Centers, Inc. has presented to the County a First Amendment to Agreement to Sell and Purchase Real Estate, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

**WHEREAS**, the Agreement was fully executed on December 8, 2011 and thereupon Lowe's began their due diligence activities; and

**WHEREAS**, the First Amendment to the Agreement requests extensions to the Inspection period and the title cure period in Sections 5 and 6(c), replacement of language for Section 16, Easements and Right-of-Ways, and replacement of the legal description (Exhibit "A" to the original Agreement); and

**WHEREAS**, is understood and agreed that all other terms and conditions of the Agreement to Sell and Purchase Real Estate shall continue in full force and effect; and

**WHEREAS**, it is in the best interest of the County and Lowe's Home Centers, Inc. to execute the First Amendment to the Agreement in order to keep the transaction moving forward in an effort to promote economic development.

**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 First Amendment to Agreement to Purchase and authorizes the County Administrator, or

designee, to execute the original First Amendment, in substantially the form attached, and take all steps necessary to move forward to close this transaction.

**Section 3.** To the extent that there are typographical and/or administrative 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 is instructed to file the original First Amendment to the Agreement in the Clerk's Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1<sup>st</sup> day of May, 2012.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

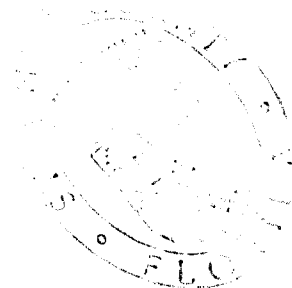
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: \_\_\_\_\_

Deputy Clerk

RENDITION DATE 5/3/12



FIRST AMENDMENT TO  
AGREEMENT TO SELL AND PURCHASE REAL ESTATE

THIS FIRST AMENDMENT TO AGREEMENT TO SELL AND PURCHASE REAL ESTATE (this "Amendment") is made as of the \_\_\_ day of April, 2012 by and between, ST. JOHNS COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Seller"), and LOWE'S HOME CENTERS, INC., a North Carolina corporation (hereinafter referred to as "Buyer").

REFERENCE is made to the Agreement to Sell and Purchase Real Estate, dated as of December 8, 2011 (the "Agreement") by and between Seller and Buyer, together with the buildings and improvements thereon. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

WHEREAS, Seller and Buyer desire to amend the Agreement in certain respects and exercise certain options as hereinafter more particularly provided;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Pursuant to Paragraph 5, Buyer does hereby provide the notice of its exercise of the option to extend the Inspection Period for an additional one hundred twenty (120) days, and Seller hereby acknowledges and confirms the effectiveness of such notice for the purpose of exercising the extension option set forth therein.

2. Notwithstanding anything to the contrary contained in the Agreement, the parties hereby agree that the Cure Period defined and discussed in Paragraph 6(c) is hereby extended until 5:00 p.m. EDT on May 24, 2012.

3. Paragraph 16 is hereby deleted in its entirety and the following is hereby substituted therefor:

16. EASEMENTS AND RIGHT-OF-WAYS. Seller covenants and agrees that during the term of this Agreement, it shall not grant or enter into any easements, rights-of-way, contracts for work, or other agreements affecting the Premises, or the title thereto, without first obtaining the prior written consent of Buyer. Buyer acknowledges that a public right-of-way of thirty (30) feet exists on the Premises as depicted in Resolution No. 2006-71 and said public right-of-way was named Bartola Genovar Road by Resolution No. 2009-24. Buyer further acknowledges that said public right-of-way will be retained by Seller and that Buyer shall apply for a "Right-of-Way Use Permit" under the Seller's customary permit

application process in order to complete the road improvements described in Buyer's approved PUD.

4. The legal description (Exhibit A) in the Agreement is hereby deleted in its entirety and the attached Exhibit A-1 is hereby substituted therefor.

5. As amended hereby, the Agreement is hereby ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as an instrument under seal as of the day and date first written above.

BUYER:

SELLER:

LOWE'S HOME CENTERS, INC.,  
a North Carolina corporation

ST. JOHNS COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Name:  
Title:

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

FIRST AMENDMENT EXHIBIT A-1

**LEGAL DESCRIPTION (LOWE'S OF ST. AUGUSTINE):**

**PARCEL A:**

A PARCEL OF LAND IN THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING PART OF THE PROPERTY AS DESCRIBED IN DEED BOOK 52, PAGE 531, OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, RUN THENCE NORTH 00°28'00" WEST ALONG THE WEST LINE OF SAID SECTION 41 A DISTANCE OF 3448.50 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 00°28'00" WEST A DISTANCE OF 118.72 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. S-5-A (COUNTY ROAD 5-A) AND TO A POINT ON A CURVE WHOSE DELTA IS 02°39'31" AND A RADIUS OF 2831.93 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 131.41 FEET TO THE POINT OF CURVATURE. SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°06'29" EAST, 131.41 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 09°26'15" EAST A DISTANCE OF 365.97 FEET TO THE NORTH LINE OF OFFICIAL RECORDS BOOK 886, PAGES 1886-1887; THENCE NORTH 89°39'35" EAST ALONG SAID NORTH LINE A DISTANCE OF 1016.54 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5); THENCE SOUTH 00°38'20" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 A DISTANCE OF 606.92 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 52, PAGE 531; THENCE SOUTH 89°32'00" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1100.90 FEET TO THE POINT OF BEGINNING.

AND

**PARCEL B:**

A PARCEL OF LAND IN SECTION 30, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, RUN THENCE NORTH 00°28'00" WEST ALONG THE WEST LINE OF SAID SECTION 41 A DISTANCE OF

3448.50 FEET TO THE POINT OF BEGINNING. (SAME POINT OF BEGINNING AS IN O.R.B. 462, PAGES 546-548)

THENCE SOUTH 89°32'00" WEST A DISTANCE OF 12.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. S-5-A (COUNTY ROAD 5-A) AND TO A POINT ON A CURVE WHOSE DELTA IS 02°24'56" AND A RADIUS TO 2831.93 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 119.38 FEET TO SAID WEST LINE OF SECTION 41, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°34'16" EAST, 119.38 FEET; THENCE SOUTH 00°28'00" EAST ALONG SAID WEST LINE OF SECTION 41 A DISTANCE OF 118.72 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT:**

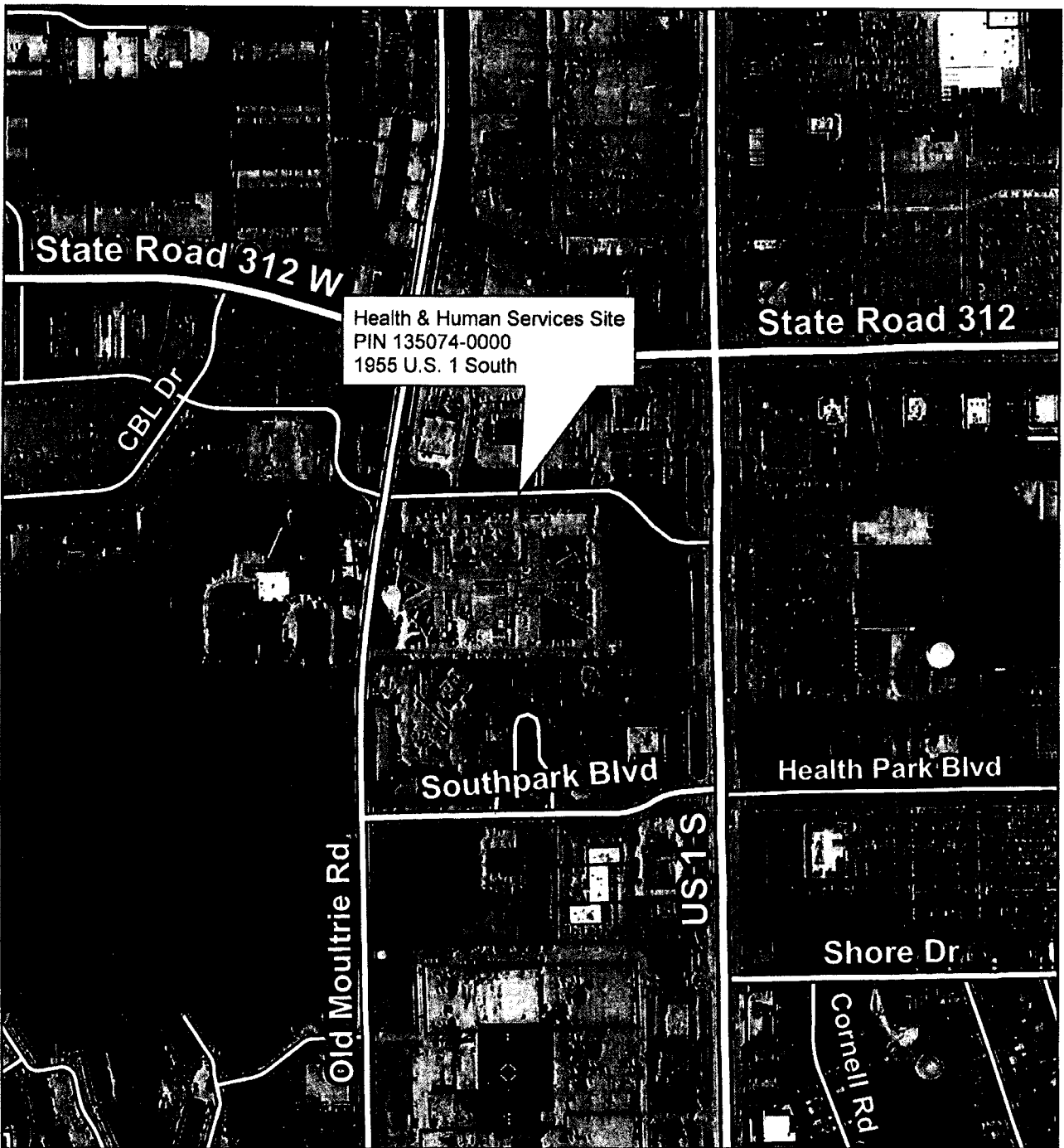
A PARCEL OF LAND IN THE G.W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF TRACT 3, OLD MOULTRIE CROSSING, AS RECORDED IN MAP BOOK 47, PAGES 64 THROUGH 66, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. RUN THENCE NORTH 88 DEGREES 41 MINUTES 01 SECONDS EAST ALONG THE SOUTHERLY LINE EXTENSION OF SAID OLD MOULTRIE CROSSING FOR A DISTANCE OF 135.94 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 46 DEGREES 44 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 190.69 FEET TO A POINT OF CURVE, CONCAVE NORTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 42 DEGREES 09 MINUTES 58 SECONDS, A RADIUS OF 90.00 FEET, A CHORD BEARING OF SOUTH 67 DEGREES 49 MINUTES 37 SECONDS EAST, A CHORD DISTANCE OF 64.75 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 66.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 ( S.R. 5 ) ( A RIGHT-OF-WAY THAT VARIES); THENCE SOUTH 01 DEGREES 38 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND BEING NON RADIAL TO SAID CURVE FOR A DISTANCE OF 62.04 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 43 DEGREES 16 MINUTES 42 SECONDS, A RADIUS OF 152.00 FEET, A CHORD BEARING OF NORTH 68 DEGREES 22 MINUTES 59 SECONDS WEST, A CHORD DISTANCE OF 112.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE A LENGTH OF 114.81 FEET; THENCE NORTH 46 DEGREES 44 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 178.98 FEET TO A POINT OF CURVE, CONCAVE SOUTHERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 44 DEGREES 34 MINUTES 21 SECONDS, A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 69 DEGREES 01 MINUTES 48 SECONDS WEST, A CHORD DISTANCE OF 37.92 FEET; THENCE ALONG THE

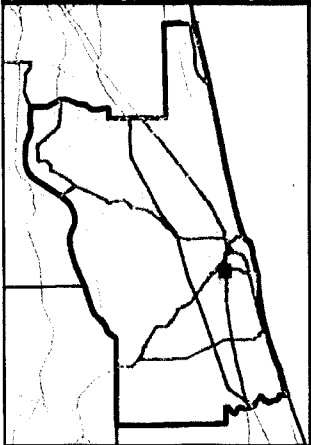
ARC OF SAID CURVE A LENGTH OF 38.90 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 232.58 FEET; THENCE SOUTH 50 DEGREES 13 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 16.08 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 473.03 FEET; THENCE SOUTH 57 DEGREES 36 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 54.76 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (S.R. S-5A)(C.R. 5-A)(A 66 FOOT RIGHT-OF-WAY); THENCE NORTH 08 DEGREES 23 MINUTES 26 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 77.38 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 88 DEGREES 41 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 686.37 FEET TO THE POINT OF BEGINNING.

**SAID OVERALL DESCRIBED PARCEL CONTAINING 13.69 ACRES MORE OR LESS**

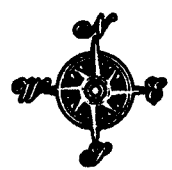
Prepared by:  
UPHAM, INC.  
265 KENILWORTH AVE.  
ORMONF BEACH, FL 32174  
APRIL 9, 2012



Health & Human Services Site  
 PIN 135074-0000  
 1955 U.S. 1 South



**Proposed Future Site of  
 Lowe's Home Center  
 1955 U.S. 1 South**



**2008 Aerial Imagery**

St. Johns County  
 Land Mgmt Systems  
 Real Estate Division



Map Prepared:  
 March 30, 2012  
 (904) 209-0786

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