

RESOLUTION NO. 2012- 213

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF A LOT ON WEST KING STREET AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the property owner has executed and presented to St. Johns County ("County") a Purchase and Sale Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for the acquisition of a Lot on West King Street ("Property"); and

WHEREAS, acquiring this Property will allow the County to include it in a maintained established drainage system that serves the West Augustine Area; and

WHEREAS, it is in the best interest of the County to purchase said Property for the health, safety and welfare of its citizens.

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 and conditions of a Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County and move forward to close this transaction.

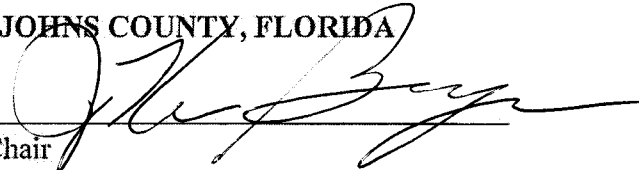
Section. 3 The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's office.

Section 4. 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of August, 2012.

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

By: _____
Chair



ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/23/12



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of 26 July, 2012, 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 JOYCE J. CARTER, ("Seller"), whose address is 9012 Southwark Drive, Jacksonville, Florida 32257-5226.

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 the property as described 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 (\$2,000.00) The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
Cash to Close	Closing Day	\$2,000.00
TOTAL PURCHASE PRICE		\$2,000.00

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

1. 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.

2. 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,

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

3. Default. (a) Default by Seller or Buyer. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, or if the Buyer defaults in the performance of any of Buyer's obligations in this Agreement, this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

4. 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.

5. 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.

6. 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.

7. 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.

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

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

10. 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.

11. 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: Joyce J. Carter
9012 Southwark Drive
Jacksonville, Florida 32257-5226

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

WITNESSES:

Cecelia Aldrich 7-26-12
 Signature Date
CECELIA Aldrich
 Print
Laurie Ford
 Signature Date
Laurie Ford
 Print

SELLER:

Joyce J. Carter
 Signature
 Joyde J. Carter
 Date 26 July 2012

WITNESSES:

 Signature Date

 Print

 Signature Date

 Print

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

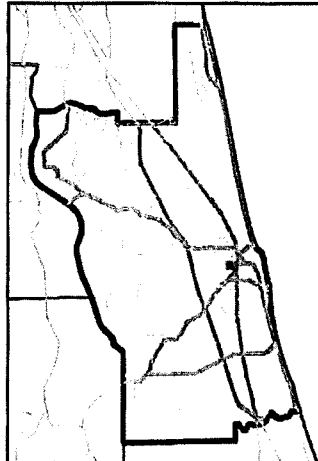
By: _____
 Michael D. Wanchick
 County Administrator
 Date _____

ATTEST: Cheryl Strickland, Clerk

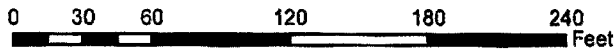
By: _____
 Deputy Clerk

“Exhibit A”

Lot 73, LINCOLN PARK, a subdivision of St. Johns County, as recorded in Map Book 2, page 24, of the public records of St. Johns County, Florida.



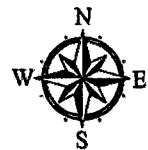
**Purchase of Lot
West King Street Drainage**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
July 31, 2012
(904) 209-0790



2010 Aerial Imagery

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