

RESOLUTION NO. 2012- 254

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 STRIP OF LAND ALONG OLD MOULTRIE ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the owner of property located along the west side of Old Moultrie Road 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 20 foot strip of land; and

WHEREAS, acquiring this property is necessary for the road improvements planned for Old Moultrie Road between Lewis Point Road and Kings Estate Road; and

WHEREAS, it is in the best interest of the County to purchase the 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.

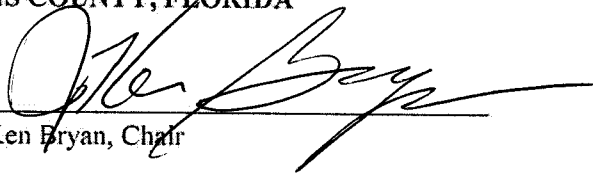
Section 2. The Board of County Commissioners hereby approves the terms and conditions of a Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County and move forward to close this transaction.

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

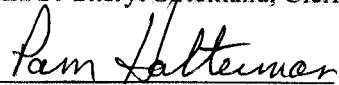
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of September, 2012.

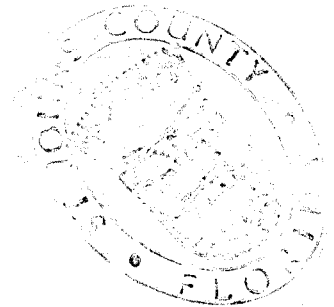
BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 9/20/12



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 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 FIRST CHURCH OF CHRIST SCIENTIST, OF ST. AUGUSTINE, FLORIDA, INC., a Florida non-for-profit corporation, ("Seller"), whose address is P. O. Box 860254, St. Augustine, Florida 32086-0254.

WITNESSETH:

WHEREAS, the County is desirous of purchasing 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 is described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

WHEREAS, the Buyer has agreed to perform services for the Seller as described in Exhibit "B", attached hereto, incorporated by reference and made a part hereof; and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **\$23,500.00**, subject to the prorations hereinafter provided. The 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 ten (10) days of Commission Approval (hereinafter defined)	\$5,000.00
(ii) Cash to Close	Closing Day	\$18,500.00

TOTAL PURCHASE PRICE \$23,500.00

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

3. 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.

4. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE**, 3670 US 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.

5. 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, Action Title, 3670 US1 South, St. Augustine, Florida on or before one-hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2011 taxes at the highest allowable discount.

7. 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.

8. 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.

9. 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, documentary stamps, property taxes to day of closing, and any other affiliated recording fees including any 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.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for thirty (30) 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. Time. 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. 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: First Church of Christ Scientist, of
St. Augustine, Florida, Inc., a Florida
not-for-profit corporation
P. O. Box 860254
St. Augustine, Florida 32086-0254

Buyer: St. Johns County, Florida, a political subdivision
of the State of Florida

500 San Sebastian View
St. Augustine, Florida 32084

Escrow Agent: Action Title
3670 USI 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.
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. 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.
24. 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.
25. 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 requiring 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.
26. 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:

John M. Lipp 08/12/12
 Signature
 JOHN M. LIPP 08/12/12
 Print
Eugene R. Ernst 8/12/12
 Signature
 EUGENE R. ERNST 8/12/12
 Print

SELLERS:

First Church of Christ Scientist, of St. Augustine, Florida, Inc., a Florida not-for-profit corporation

By: Martha Deannette Date 8/12/12
 Its: Chairman of the Board

1

WITNESSES:

 Signature Date

 Print

 Signature Date

 Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

By: _____
 Michael D. Wanchick Date
 County Administrator

Legally Sufficient:

By: _____
County Attorney

Date: _____

Deposit received by

_____,
(Escrow Agent), which the Escrow Agent
agrees to return in accordance with the terms
and conditions within the Agreement.

ESCROW AGENT

By: (Title Company Name)

Name: _____

Title: _____

Date: _____

Exhibit "A"

The East Twenty (20) feet of the following described parcel of land:

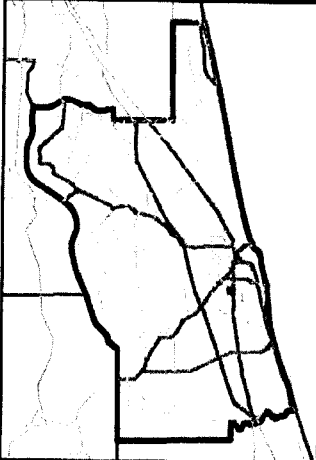
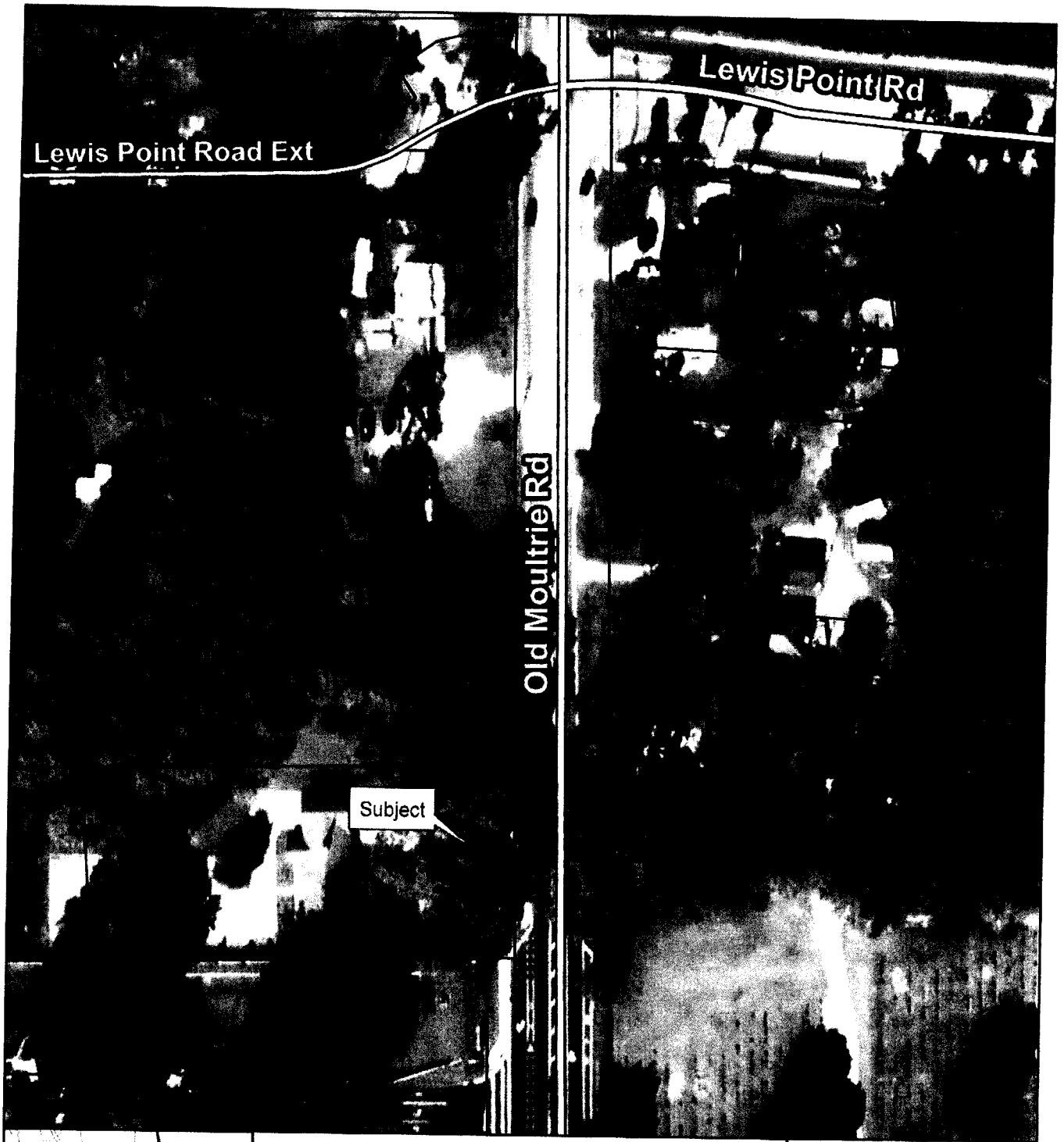
A parcel of land in the North half of the Northeast Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 29 East, St. Johns County, Florida; said parcel of land being more fully described as follows:

From the intersection of the North line of said Northeast Quarter of the Southeast Quarter of Section 36 with the West right-of-way line of State Road No. S5-A; thence South 02 degrees 26 minutes East, on said right-of-way line 33 feet West from and parallel with the center line of said road a distance of 77.94 feet to an angle point in said West right-of-way line; thence South 02 degrees 08 minutes East on said right-of-way line a distance of 44.54 feet; thence continue South 02 degrees 08 minutes East on said right-of-way line a distance of 402.0 feet to the Point of Beginning; thence continue South 02 degrees 08 minutes East on said right-of-way line a distance of 135.81 feet; thence South 87 degrees 42 minutes 58 seconds West a distance of 302.74 feet; thence North 04 degrees 50 minutes 02 seconds West a distance of 136.39 feet; thence North 87 degrees 47 minutes 39 seconds East a distance of 327.16 feet to the Point of Beginning.

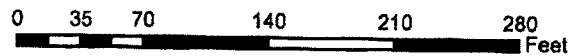
Purchase and Sale Agreement

Exhibit "B"

1. The Seller shall be allowed to install a new sign at least as large as the existing sign and located at the new property line as the current sign exists. The Seller will be solely responsible for selecting the licensed contractor to construct the new sign and for the design of the new sign, subject to County regulations except as noted above.
2. The Buyer agrees to pay all costs to construct a new mailbox within the new right-of-way in accordance with the USPS published guidelines.
3. The Buyer agrees to remove all trees flagged by the Seller for removal within the Property being purchased and in the Seller's remaining property where a tree will affect the construction of, or sight lines to, the new sign. Those trees in the immediate vicinity of the new sign location shall be removed including the root structure to a depth of three (3) feet below finish grade to allow for the construction of the foundation of the new sign. All property disturbed by tree removal shall be returned to its original condition. If permitted by the County, the Buyer agrees to elevate the grade one to four feet (1'-4') in a ten (10') radius of the new sign location, as determined by the Seller.
4. The Buyer agrees to maintain access at all times from the street to the Seller's remaining property on at least one of the two existing driveways during their construction of the new roadway, turning lanes, curb and drainage structures.
5. The Seller gives the Buyer permission, and the Buyer agrees, to extend the new driveway aprons from the right-of-way to the first existing joint in the existing concrete driveways on the Seller's remaining property.
6. The Buyer agrees to hold the Seller harmless, to the extent allowed by law, in the event of any injury to any person on or near the Seller's property during the road construction period including property clearing and tree removal, if the injury appears in any way related to the construction activity. The Buyer also agrees to assume all costs associated with any property damage related to the construction activity.
7. The Buyer agrees to maintain and reestablish functionality of all utilities located in the property being purchased.



**Old Moultrie Road
Additional right-of-way
Three- Lane Project**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
August 24, 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.