

RESOLUTION NO. 2015- 97

**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 A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY TO IMPROVE BUFFERING BETWEEN AN EXISTING WASTE WATER TREATMENT PLANT AND ADJACENT NEIGHBORHOODS AND FUTURE IMPROVEMENTS TO THE EXISTING PLANT.**

**RECITALS**

**WHEREAS**, the property owner of 5.61 acres adjacent to the existing waste water treatment plant ("WWTP") in Ponte Vedra has executed a Purchase and Sale Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, offering to sell the property for \$200,000 which is less than the appraised value; and

**WHEREAS**, the property will be used for buffering for the existing WWTP and the adjacent neighborhoods in addition to future improvements and expansion of the WWTP; and

**WHEREAS**, the existing WWTP was acquired in 2007 and has been in operation and managed by the County to serve the TPC and surrounding communities as outlined in further detail in Exhibit "B," attached hereto, incorporated by reference and made a part hereof.

**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 of St. Johns County hereby approves the terms and authorizes the County Administrator, or designee, to execute said Purchase and Sale Agreement and take all action necessary in order to close and complete the transaction in accordance with Section 125.355, Florida Statutes.

Section 3. To the extent that there are typographical, scrivener, 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 of the Courts of St. Johns County is instructed to file the original Purchase and Sale Agreement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 21 day of April, 2015.

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

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

  
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 4/21/15



Res 2015-97

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of April 21, 2015 (the "Effective Date"), 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 ST. JOHNS SERVICE COMPANY, a Florida corporation ("Seller"), whose address is One Independent Drive, Suite 3120, Jacksonville, Florida 32202.

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 approximately 5.61 acres located at 5250 Palm Valley Road, Ponte Vedra Beach, Florida 32082 (hereinafter "Property"), Parcel Number 068290-0020. The Property will be further described by survey as described on Exhibit "A" attached hereto, incorporated by reference and made a part hereof; and

NOW THEREFORE, it is mutually agreed as follows:

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

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is Two Hundred Thousand Dollars (\$200,000.00), 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 fifteen (15) days of Commission Approval (hereinafter defined)	\$ 20,000.00
(ii) Cash to Close	Closing day	\$180,000.00
<b>TOTAL PURCHASE PRICE</b>		<b>\$200,000.00</b>

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

3. Title Evidence.

(a) Seller agrees, at its sole expense, to take all reasonable action to obtain and deliver to Buyer, within thirty (30) days from the Effective Date, a title insurance 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

(iv) such other matters of title that Buyer accepts or is deemed to have accepted pursuant to paragraph 3(b) below.

(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, which are objectionable to Buyer. 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 which is objectionable to Buyer 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 (with a corresponding extension to the Closing Date as necessary). Provided however, Seller shall not have any obligation to cure matters objected to in Buyer's Title Notice and may at any time notify Buyer that Seller will not attempt to cure any title matter objected to by Buyer ("Seller's Non-Cure Notice"). If after the expiration of such 60-day period, Seller has not cured title defects or if Seller has given a Seller's Non-Cure Notice, then in such event, Buyer shall, within ten (10) days following the expiration of such 60-day period or receipt of Seller's Non-Cure Notice, whichever first occurs, elect as its sole and exclusive remedy either (i) to accept such title to the Property as Seller shall be able to convey, without adjustment or diminution of the Purchase Price, or (ii) terminate this Agreement and receive a return of the Deposit within no more than five (5) business days.

4. Identity and Obligation of Escrow Agent.

(a) Gartner, Brock and Simon, LLP, 1660 Prudential Drive, Suite 203, Jacksonville, Florida 32207, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as issuing agent 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 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 on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Real property taxes shall be prorated on the basis of the 2014 taxes at the highest allowable discount. Seller shall pay its prorated share of taxes at Closing.

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 special 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 (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 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. Seller shall pay the cost of the Commitment and 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. 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. Buyer shall pay the cost of the Survey (hereinafter defined).

10. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice"), together with three (3) signed and sealed copies of the Survey, 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 3. 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.

(a) 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.

(b) Subject to the provisions of Section 768.28, Florida Statutes, in the exercise of such right, the Buyer shall indemnify and hold harmless the Seller of, from and against any and all claims, demands, loss, charges, costs and expenses incurred by the Seller pertaining to any personal injury or property damage arising out of the exercise of such inspection right by the Buyer or its agents or contractors. In the event that there is any injury or damage to the Property resulting from any such inspections by Buyer or its agents or contractors, then Buyer shall restore the Property to its original condition prior to such inspections. This indemnification shall survive Closing and any termination of this Agreement.

12. 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 and as its exclusive remedy either may terminate this Agreement or sue for specific performance. Buyer waives any rights it might have to sue for damages.

(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.

13. 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.

14. 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.

15. Modification Must be in Writing. Unless otherwise specifically provided herein, 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.

16. 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.

17. 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.

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.

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: **St. Johns Service Company**  
One Independent Drive, Suite 3120  
Jacksonville, Florida 32202  
Attn: Alexa Daniels

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

Escrow Agent: **Gartner, Brock and Simon, LLP**  
1660 Prudential Drive, Suite 203  
Jacksonville, Florida 32207  
Attn: Bert C. Simon, Esq.  
Phone: (904) 224-8185

22. 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.

23. 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.



24. Commission Dues. Seller and Purchaser represent and warrant to each other that they have not been represented by or engaged the services of any real estate broker or agent in connection with the sale of the Property. Each party hereto agrees to indemnify, protect, defend and hold harmless the other party for any real estate commission or fee owed to, or claimed by, any person or entity claiming through such indemnifying party.

25. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners (the "Commission") authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer ("Commission Approval"). The County Administrator shall cause this Agreement to be placed on the Agenda of the Commission for the next available meeting date after the date Seller has executed this Agreement ("Seller's Execution Date"). If the Commission disapproves this Agreement or fails to approve this Agreement within sixty (60) days following the Seller's Execution Date, then either Seller or Buyer may at any time thereafter terminate this Agreement by written notice to the other party, whereupon all parties shall be relieved and discharged of all obligations hereunder, except those items specifically stated herein to survive termination of this Agreement.

26. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparts are properly executed by all named parties.



27. 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(5), F.S.)

28. 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.


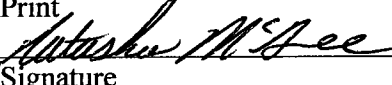
29. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records 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.

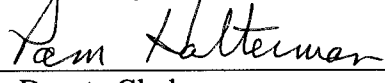
WITNESSES:

  
 Signature \_\_\_\_\_  
 Alex Daniels  
 Print \_\_\_\_\_  
  
 Signature \_\_\_\_\_  
 Sandy Curley  
 Print \_\_\_\_\_

WITNESSES:

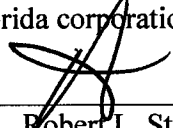
  
 Signature \_\_\_\_\_  
 Pam Halterman  
 Print \_\_\_\_\_  
  
 Signature \_\_\_\_\_  
 Natasha McGee  
 Print \_\_\_\_\_

ATTEST: Cheryl Strickland, Clerk

By:   
 Deputy Clerk  
 Date: 4/21/15

SELLER:

ST. JOHNS SERVICE COMPANY,  
A Florida corporation

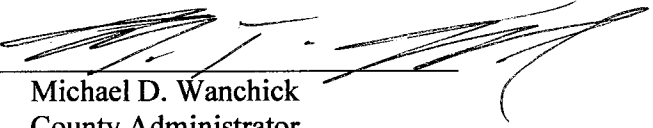
By:   
 Robert L. Stein, President

Date: 3/16/15

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the  
State of Florida

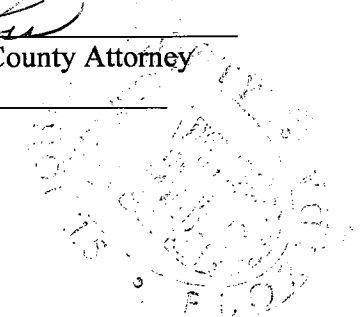
By:   
 Michael D. Wanchick  
 County Administrator

Date: 4/21/15

Legally Sufficient:

By:   
 Senior Assistant County Attorney

Date: 4/20/15



Deposit received on \_\_\_\_\_, which the Escrow Agent agrees to hold and disburse in accordance with the terms and conditions within the Agreement.

**ESCROW AGENT**

By: GARTNER, BROCK AND SIMON, LLP

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Exhibit A”**

The exact configuration and boundaries of “The Property” will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of “The Property” this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

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

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

Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

