

RESOLUTION NO. 2016-205

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 ROAD IMPROVEMENTS ALONG RACE TRACK ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Loop's Nursery & Greenhouses, Inc. has executed and presented to St. Johns County a Purchase & Sale Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, agreeing to sell a portion of their property located along Race Track Road for \$3,500 to facilitate improvements along Race Track Road; and

WHEREAS, the Race Track Road improvements include designing the reconstruction of the road as a four lane roadway between the existing four lane section at Julington Creek Plantation boundary to the 9B Connector Road; and

WHEREAS, in Phase I of the project, the segment of Race Track Road between CR 2209 and the 9B Connector Road is designed as a six lane section and the construction of four lanes. Funding for road improvements along this section of Race Track Road is coming from multiple developers; and

WHEREAS, acquisition of the Loop's property is necessary for the road improvements planned along Race Track Road; and

WHEREAS, it is in the best interest of the County to purchase this property for the health, safety and welfare of the citizens of St. Johns County.

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 the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County and take all steps necessary to move forward to close this transaction.

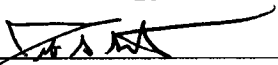
Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's Office.

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 19 day of July, 2016.


BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

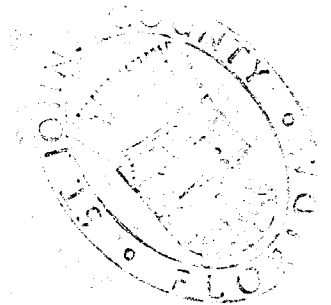

Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad

By: _____


Deputy Clerk

RENDITION DATE 7/21/16



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2016 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 **LOOP'S NURSERY & GREENHOUSES, INC.** ("Seller"), whose address is 2568 Old Middleburg Road, Jacksonville, Florida 32210.

WITNESSETH:

WHEREAS, the County is desirous of purchasing 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 approximately 9,044 square feet of property, 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. 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") for the property is three thousand five hundred dollars (**\$3,500.00**).

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$3,500.00

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

3. 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 St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 or before ninety (90) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE.**

4. Prorations. Any real property taxes shall be prorated on the basis of the 2015 taxes at the highest allowable discount.

5. 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.

6. 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, 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.

7. Closing Expenses. Buyer shall pay the cost of recording the Warranty Deed, documentary stamps. Each party shall bear the expense of its own legal counsel.

8. Condition of Property and Buyer's Right of Inspection. 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 60 days from execution of this Agreement, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, this Agreement shall terminate.

9. 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, if one has been made, 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, if there is one, 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.

10. Survival. All covenants, terms, provisions, representations and warranties set forth in

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

19. 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.

20. 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.

21. Commission Dues. No real estate commission is owed as a result of this transaction.

22. 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.

23. 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.

24. 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.)

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 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.

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:

SELLER:

LOOP'S NURSERY & GREENHOUSE, INC.

Sharon Ivey 6/16/16
Signature Date

Sharon Ivey
Print

Arnta Hammill 6/16/16
Signature Date

Arnta Hammill
Print

[Signature] 6/16/16
David Loop, President Date

WITNESSES:

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

Signature Date

Print

Signature Date

Print

By: _____
Michael D. Wanchick Date
County Administrator

ATTEST: Hunter S. Conrad, Clerk

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
County Attorney

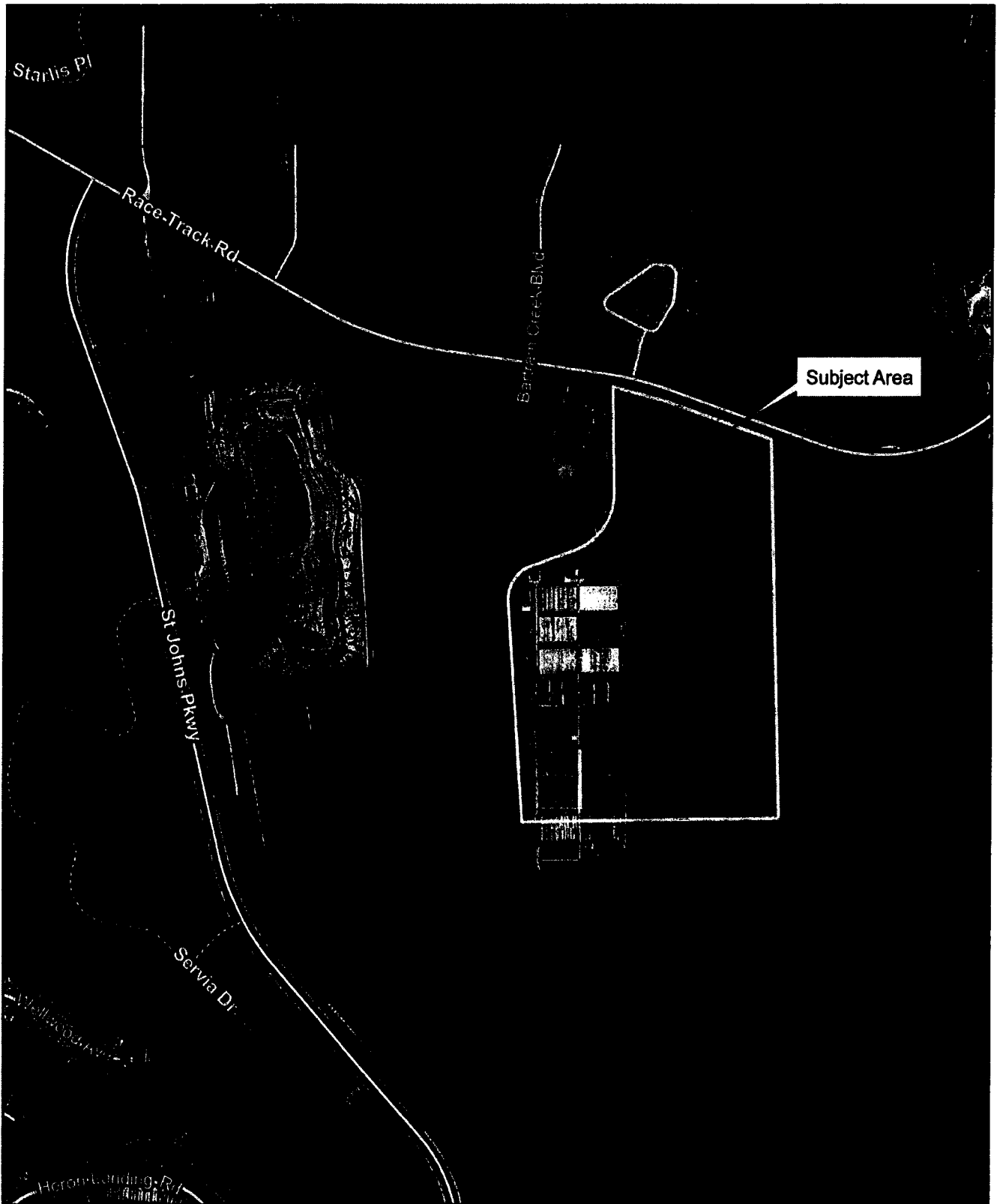
Date: _____

EXHIBIT "A"

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE NORTHWEST CORNER OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICAL RECORDS BOOK 1288, PAGE 175, SAID PUBLIC RECORDS; THENCE NORTH $00^{\circ}53'26''$ EAST, ALONG SAID EASTERLY LINE, 81.44 FEET TO AN ANGLE POINT IN LAST SAID LINE; THENCE NORTH $01^{\circ}22'52''$ WEST, CONTINUING ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICAL RECORDS BOOK 819, PAGE 549 OF SAID PUBLIC RECORDS, 3456.11 FEET TO THE POINT OF BEGINNING THENCE NORTH $70^{\circ}23'16''$ WEST, 434.69 FEET; THENCE NORTH $19^{\circ}36'44''$ EAST, 21.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH $70^{\circ}23'16''$ EAST, ALONG LAST SAID LINE, 426.63 FEET TO THE AFORESAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICAL RECORDS BOOK 819, PAGE 549; THENCE SOUTH $01^{\circ}22'52''$ EAST, ALONG LAST SAID LINE, 22.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,044 SQUARE FEET, MORE OR LESS.



Subject Area




 2013 Aerial Imagery
 0 250 500
 Feet
 June 21, 2016

Race Track Road Road Improvements

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

