

RESOLUTION NO. 2016- 263

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 PROPERTY REQUIRED FOR THE RACE TRACK ROAD IMPROVEMENTS.

RECITALS

WHEREAS, JEA, has executed and presented to St. Johns County a Purchase and 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 the widening project for the assessed value in the amount of \$15,410; and

WHEREAS, the Race Track Road improvements include designing the reconstruction of the road as a four lane 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 CR2209 and the 9B Connector Road is designed as a six lane section and the construction of four lanes. Funding for the road improvements along this section of Race Track Road is coming from multiple developers; and

WHEREAS, acquisition of the JEA property is necessary for the road improvements planned along Race Track Road.

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 Purchase and Sale Agreement and authorizes the County Administrator to execute the original Purchase and Sale Agreements and take all steps necessary to move forward to close this transaction.

Section 3. To the extent that there are typographical 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 Purchase and Sale Agreement in the Clerk Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6 day of Sept., 2016.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 9/8/16

**EXHIBIT "A" TO RESOLUTION
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 **JEA**, a body politic and corporate of the State of Florida, ("Seller"), whose address is 21 W. Church Street, Jacksonville, Florida 32202-3155.

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 property shown on 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.
 - (a) The purchase price ("Purchase Price") is **\$15,410.00**, hereinafter provided and shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	\$15,410

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

3. Identity and Obligation of Escrow Agent.
St. Johns County, Land Management Systems, Real Estate, shall be Escrow Agent, at no additional charge to Seller or Buyer.

4. Closing. The closing of the sale of the Property ("Closing") shall take place at the offices of St. Johns County on or before November 1, 2016 ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2016 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that they own 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.

7. 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 Quit Claim 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 2. 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.

8. Closing Expenses. Buyer shall pay the cost of recording the deed, documentary stamps, and Seller to pay property taxes to day of closing if any are due. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Buyer had the Property surveyed. Buyer shall provide written notice ("Survey Notice") 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. 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.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) 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, and if there is a Deposit it 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:	JEA, a body politic and corporate of the State of Florida 21 W. Church Street, Jacksonville, Florida 32202-3155
Buyer:	St. Johns County, Florida, a political subdivision Of the State of Florida 500 San Sebastian View St. Augustine, Florida 32084

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. Commission Dues. Seller agrees to pay real estate commissions that may be owed as a result of this transaction.

24. 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.

25. 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.

26. 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.)

27. 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.

28. 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:

JEA, a body politic and corporate of the State of Florida

Signature Date

Date

Print

Signature Date

Print

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Hunter S. Conrad, Clerk

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

EXHIBIT "A"

PARCEL 114

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 SAID SECTION 6; THENCE SOUTH 00°02'03" EAST, ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 5.09 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 100-A AS DESCRIBED AND RECORDED IN OFFICIAL RECORD 2242, PAGE 1479, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 09°19'08" EAST, ALONG LAST SAID LINE, A DISTANCE OF 105.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 09°19'08" EAST, ALONG LAST SAID LINE, A DISTANCE OF 172.18 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 60°25'12" EAST, ALONG LAST SAID LINE, A DISTANCE OF 191.66 FEET TO THE NORTHEASTERLY LINE OF SAID LANDS DESIGNATED PARCEL 100-A; THENCE NORTH 09°19'08" WEST, ALONG LAST SAID LINE, A DISTANCE OF 172.18 FEET; THENCE NORTH 60°25'12" WEST, A DISTANCE OF 191.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,682 SQUARE FEET (0.590 ACRES), MORE OR LESS.

MAP SHOWING



POINT OF COMMENCEMENT
PARCEL 114

36

31

1

6

S00°02'03"E
5.09'

S09°19'08"E
105.36'

POINT OF BEGINNING
PARCEL 114

S09°19'08"E

PARCEL 100-A
RE 23590-0001
JEA
OR 2242, 1479

N60°25'12"W
191.66'

NORTHEASTERLY R/W LINE

172.18'

N09°19'08"W

172.18'

RACE TRACK ROAD
(VARIABLE WIDTH R/W)

S60°25'12"E
191.66'

SECTION 1
SECTION 6

PARCEL 114
SHEET 1 OF 2

LEGEND

R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

JOB NO. 2016-402

DRAFTER MJC

DATE 6-27-16

SCALE 1"=60'

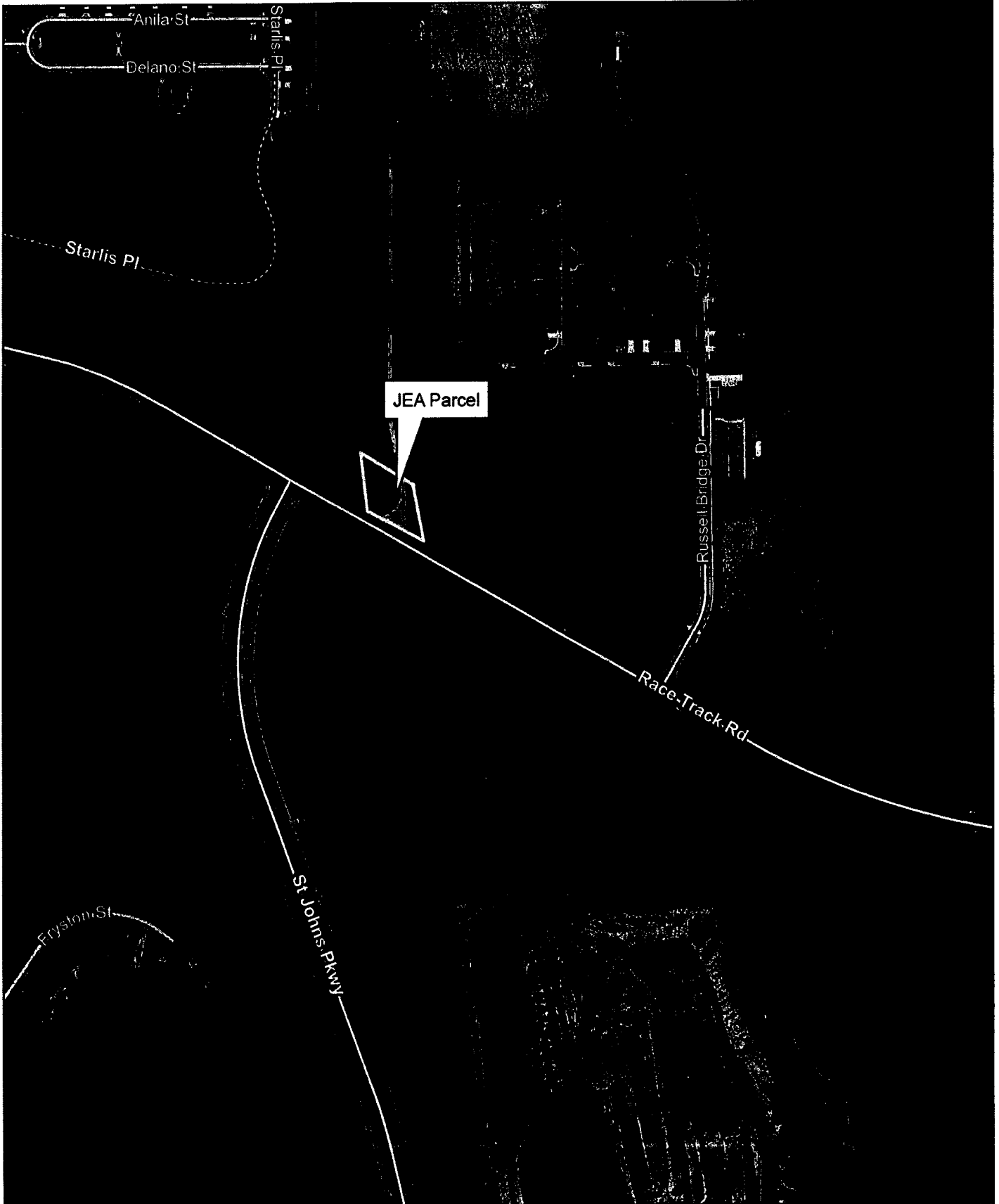
CHECKED BY: Raf

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE).

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
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3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM



JEA Parcel

Starlis Pl

Anila St

Delano St

Starlis Pl

Russell Bridge Dr

Race Track Rd

St Johns Pkwy

Fryston St



2013 Aerial Imagery



August 5, 2016

RACE TRACK ROAD

JEA Property

Land Mgmt. Systems
Real Estate Division
209-0796

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
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