

RESOLUTION NO. 2021- 206

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 3RD ADDENDUM TO PURCHASE AND SALE AGREEMENT WITH THE SALVATION ARMY TO ACQUIRE 13.87 ACRES ON SR 207 FOR FUTURE AFFORDABLE HOUSING, AND TO EXCHANGE 0.57 ACRES OF COUNTY-OWNED PROPERTY LOCATED AT 1425 OLD DIXIE HIGHWAY.

RECITALS

WHEREAS, by Resolution 2020-424, dated November 3, 2020, the Board of County Commissioners (Board) authorized execution of a Purchase and Sale Agreement (Agreement), attached hereto as Exhibit "A", incorporated by reference and made a part hereof, providing for a combination exchange and purchase of land to acquire property for future affordable housing; and

WHEREAS, specifically, the Agreement provides for Buyer to acquire fee simple ownership of Property A (located at 1425 Old Dixie Hwy), owned by Seller, and for Seller to acquire fee simple ownership of Property B (located at 1850 State Road 207), owned by Buyer; and

WHEREAS, completion of the required environmental Phase I report for Property B continues to remain outstanding; and

WHEREAS, in light of the notable difference in Buyer's initial appraised value of Property A as \$552,000 and Seller's appraised value of Property A as \$375,000, Buyer directed that both appraisals be reviewed for accuracy; and

WHEREAS, upon review of both appraisals, Buyer discovered a discrepancy in the building square footage used to determine the value of Property A; and

WHEREAS, Buyer subsequently amended its appraised value of Property A as \$399,000 to reflect the corrected building square footage; and

WHEREAS, Buyer and Seller mutually seek to amend the Purchase and Sale Agreement in the 3rd Addendum to Purchase and Sale Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, to change the Termination Date and to extend the time for Closing to allow for completion of the required environmental Phase I report for Property B, and to revise the Purchase Price to \$1,318,000 to reflect the mutually agreed upon value of Property A, which is based on the average of the corrected appraisal and the Seller's appraisal.

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 Addendum and such recitals are adopted as findings of fact.

Section 2. The County Administrator, or designee, is authorized to execute a 3rd Addendum to the Agreement, in substantially the same form and format attached hereto, which changes

the Termination Date to July 15, 2021, extends the time to complete Closing to on or before August 15, 2021, and revises the total Purchase Price to \$1,318,000. The County Administrator, or designee, is further authorized to take all administrative actions necessary to timely complete Closing, including but not limited to executing required supplemental documents.

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 3rd Addendum to Purchase and Sale Agreement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

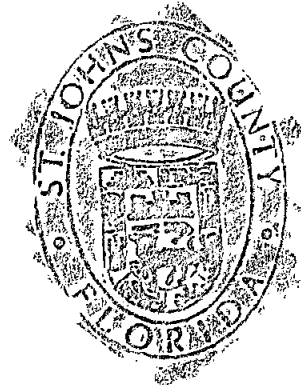
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____

Deputy Clerk

RENDITION DATE 5/20/21



Res 20 20-424

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of November 6th, 2020 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 **THE SALVATION ARMY**, a Georgia Corporation ("Seller"), whose address is 1424 Northeast Expressway, Atlanta, GA 30329.

WITNESSETH:

WHEREAS, the County is desirous of a combination exchange and purchase of property owned by the Seller and Seller is desirous of the exchange and sale 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 shown in Exhibit "A" owned by The Salvation Army (hereinafter "Property A"), and the seller to acquire fee simple ownership of the property shown in Exhibit "B" owned by St. Johns County (hereinafter "Property B") both 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") includes a payment of **\$1,153,000.00**, and an exchange of County-owned Property B located at 1425 Old Dixie Highway, St. Augustine, Florida 32084, which has an appraised value of **\$552,000.00** for a total of the appraised value of the SR207 Salvation Army Property A of **\$1,705,000.00** 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 thirty (30) days of Commission Approval (hereinafter defined)	\$115,300.00
(ii) Cash to Close;	Closing Day	\$1,037,700.00
TOTAL PURCHASE PRICE		\$1,153,000.00

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

3. Title Evidence.

(a) Buyer and Seller agree, at his/her sole option and expense, to take all reasonable action to obtain, within sixty (60) days from the effective date, a title commitments ("Commitments") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer and Seller each, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to Property A, and Seller's title to Property B, 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 and Seller shall notify each other in writing ("Title Notice") within ten (10) days after 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 or Seller in the Title Notice shall be deemed to have been waived by Buyer or Seller. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller or Buyer, at each'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 or Buyer has not cured title defects or denial on their respective properties, then in such event, Buyer's and Seller's remedies shall be limited solely to either (x) accepting such title to the Property as Seller or Buyer 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. Closing. The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent,

Action Title Services
3670 US 1 South, Ste. 110
St. Augustine, Florida 32086
Phone 904-797-4777
craig@actiontitlestjohns.com

on or before One Hundred Twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2020 taxes at the highest allowable discount.

6. Seller's Representations. Seller and Buyer represent to each other 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. Seller's leasehold interest in Property B shall automatically terminate at Closing.

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, and Buyer to Seller, the following:

(i) a Warranty Deed by Seller for Property A, and a County Deed, by Buyer for Property B, 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, 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 the owner's title policy for both Property A & Property B, issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Seller/Buyer will be responsible for their own recording fees for documents related to clearing the title of the property for closing and property taxes to the day of closing. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the

Property A and B surveyed. Buyer and Seller shall provide each other written notice ("Survey Notice") within 10 days after 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 or Buyer shall be deemed to have been waived by Buyer or Seller.

10. Condition of Property and Buyer's Right of Inspection. Buyer and Seller shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property A and Property B, 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 and Seller's intended purpose. Seller and Buyer hereby give each other the right to enter upon, test and inspect the Property at each's sole cost and risk. Seller and Buyer agree to provide each other any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help each other make a suitability decision regarding the property. Buyer and Seller agree to provide each other with copies of all reports conducted on the Property. If Buyer or Seller determines that the Property is unsuitable for any reason, Buyer or Seller shall give written notice to the other 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 sole option is to terminate this Agreement. (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 and Buyer hereby waive 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 or Seller for any reason determines that the Property is unsuitable for the Buyer's or Seller's intended use, or that there are other circumstances that negatively affect the Buyer's or Seller's intended use, then Buyer or Seller shall give written notice to the other 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: **The Salvation Army, a Georgia Corp.
1424 Northeast Expressway
Atlanta, GA 30329**

**With Copy to:
The Salvation Army
Attention: Property Department
5631 Van Dyke Rd.
Lutz, FL. 33558**

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 will pay a commission to Coquina Coast Realty of 6% of sale effective sale price of property A, equal to 6% of \$ 1,705,000.00.

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 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.

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:

The Salvation Army, a Georgia Corporation

Willene J. Searcy 10-8-2020
Signature Date

WILLENE J. SEARCY

By: [Signature]
Print Name: JAMES K. SEILER, TREASURER
Title: _____

Print Witness Name

Tiana King 10-8-2020
Signature Date

Tiana King
Print Witness Name

WITNESSES:

Sam Halterman 11/6/20
Signature Date

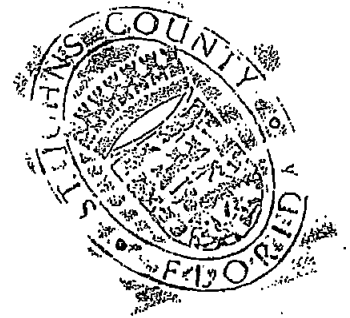
Sam Halterman
Print Witness Name

Sindy Wiseman 11/6/20
Signature Date

Sindy Wiseman
Print Witness Name

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

By: Hunter Conrad 11/6/13
Hunter S. Conrad Date
County Administrator



ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Sam Halterman
Deputy Clerk

Legally Sufficient:
By: [Signature]
County Attorney
Deputy
Date: 11/5/2020

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:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
The Salvation Army property (Property A)

A parcel of land in Section 3, Township 8 South, Range 29 East, St. Johns County, Florida, being more fully described as follows:

Beginning at the Northeast corner of Section 3, Township 8 South, Range 29 East, St. Johns County, Florida; thence South 00 degrees, 49 minutes, 10 seconds West on East line of said Section 3, 661.50 feet; thence South 88 degrees, 52 minutes, 03 seconds West 660.08 feet; thence North 00 degrees, 52 minutes, 58 seconds East 388.56 feet; thence South 88 degrees, 51 minutes, 21 seconds West 660.02 feet to the Easterly right of way line of State Road No. 207; thence North 36 degrees, 21 minutes, 22 seconds East on said Easterly right of way line, 344.98 feet; thence North 88 degrees, 53 minutes, 59 seconds East 1,119.02 feet to the point of beginning.

Less and Except that property conveyed to the Department of Transportation by Warranty Deed recorded in Official Records Book 1093, page 149 and Official Records Book 1103, page 147, both of the public records of St. Johns County, Florida.

EXHIBIT "B"
County owned property (Property B)

Land situate, lying and being in St. Johns County, Florida to wit:

A parcel of land in Section 19, Township 7 South, Range 30 East, St. Johns County, Florida; said parcel of land being also a part of those lands as described in Official Records Book 223, page 429, of the public records of St. Johns County, Florida, and being more particularly described as follows:

Beginning at the most northerly corner of those lands described in Official Records Book 223, page 429; thence south 30 degrees, 36 minutes, 00 seconds East, 307.14 feet; thence South 85 degrees, 44 minutes, 15 seconds West, 141.93 feet; thence North 03 degrees, 05 minutes, 00 seconds West, 275.32 feet to the point of beginning.

Together with an easement for ingress and egress, 30 feet wide, lying south of and adjoining the south line of the above-described parcel of land, said easement being bounded on the east by State Road No. 5 and extending westerly to the east line of County Road C-5A.

3rd ADDENDUM TO PURCHASE AND SALE AGREEMENT

THIS THIRD ADDENDUM TO PURCHASE AND SALE AGREEMENT dated this _____ day of _____, 2021, by and between **St. Johns County, Florida** (Buyer), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and **The Salvation Army** (Seller), a Georgia Corporation, whose address is 1424 Northeast Expressway, Atlanta, GA 30329.

RECITALS

WHEREAS, by Resolution 2020-424, dated November 3, 2020, the Board of County Commissioners (Board) authorized execution of a Purchase and Sale Agreement (Agreement), attached hereto as Exhibit "A", incorporated by reference and made a part hereof, providing for a combination exchange and purchase of land to acquire property for future affordable housing; and

WHEREAS, specifically, the Agreement provides for Buyer to acquire fee simple ownership of Property A (located at 1425 Old Dixie Hwy), owned by Seller, and for Seller to acquire fee simple ownership of Property B (located at 1850 State Road 207), owned by Buyer; and

WHEREAS, completion of the required environmental Phase I report for Property B continues to remain outstanding; and

WHEREAS, in light of the notable difference in Buyer's initial appraised value of Property A as \$552,000 and Seller's appraised value of Property A as \$375,000, Buyer directed that both appraisals be reviewed for accuracy; and

WHEREAS, upon review of both appraisals, Buyer discovered a discrepancy in the building square footage used to determine the value of Property A; and

WHEREAS, Buyer subsequently amended its appraised value of Property A as \$399,000 to reflect the corrected building square footage; and

WHEREAS, Buyer and Seller mutually seek to amend the Agreement to change the Termination Date and to extend the time for Closing to allow for completion of the required environmental Phase I report for Property B, and to revise the Purchase Price to \$1,318,000 to reflect the mutually agreed upon value of Property A, which is based on the average of the corrected appraisal and the Seller's appraisal.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledge, Buyer and Seller agree as follows:

1. The above recitals are incorporated by reference into the body of this Addendum and such recitals are adopted as findings of fact.
2. The Termination Date is extended to July 15, 2021, and the Closing shall occur on or before August 15, 2021.
3. Paragraph 2, entitled "Purchase Price and Deposit," shall be revised and amended to read as follows:

(a) The purchase price ("Purchase Price") includes payment of \$1,318,000, and an exchange of County-owned Property B located at 1425 Old Dixie Highway, St. Augustine, Florida 32084, which has an agreed upon appraised value of \$387,000, 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 thirty days (30) days of Commission Approval (hereinafter defined)	\$115,300.00
(ii) Cash to Close	Closing Day	\$1,202,700.00

TOTAL PURCHASE PRICE	\$1,318,000.00
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Payment of the Purchase Price shall be in cash or other immediately available funds.

4. With the exception of the amendments, changes, and revisions noted herein, all terms, conditions and provisions contained in the Agreement, as previously amended, shall remain in full force and effect.
5. Each party covenants to the other party that it has the lawful authority to enter into this Third Addendum to the Agreement, and has authorized its execution by the party's authorized representative.

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

The Salvation Army, a Georgia
corporation

By: _____ Date _____

By: _____ Date _____

Hunter S. Conrad
County Administrator

Print Name: _____

Legally Sufficient: _____ Date _____

Res 2020-424

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of November 6, 2020 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 **THE SALVATION ARMY**, a Georgia Corporation ("Seller"), whose address is 1424 Northeast Expressway, Atlanta, GA 30329.

WITNESSETH:

WHEREAS, the County is desirous of a combination exchange and purchase of property owned by the Seller and Seller is desirous of the exchange and sale 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 shown in Exhibit "A" owned by The Salvation Army (hereinafter "Property A"), and the seller to acquire fee simple ownership of the property shown in Exhibit "B" owned by St. Johns County (hereinafter "Property B") both 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") includes a payment of **\$1,153,000.00**, and an exchange of County-owned Property B located at 1425 Old Dixie Highway, St. Augustine, Florida 32084, which has an appraised value of **\$552,000.00** for a total of the appraised value of the SR207 Salvation Army Property A of **\$1,705,000.00** 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 thirty (30) days of Commission Approval (hereinafter defined)	\$115,300.00
(ii) Cash to Close;	Closing Day	\$1,037,700.00
TOTAL PURCHASE PRICE		\$1,153,000.00

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

3. Title Evidence.

(a) Buyer and Seller agree, at his/her sole option and expense, to take all reasonable action to obtain, within sixty (60) days from the effective date, a title commitments ("Commitments") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer and Seller each, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to Property A, and Seller's title to Property B, 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 and Seller shall notify each other in writing ("Title Notice") within ten (10) days after 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 or Seller in the Title Notice shall be deemed to have been waived by Buyer or Seller. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller or Buyer, at each'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 or Buyer has not cured title defects or denial on their respective properties, then in such event, Buyer's and Seller's remedies shall be limited solely to either (x) accepting such title to the Property as Seller or Buyer 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. Closing. The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent,

Action Title Services
3670 US 1 South, Ste. 110
St. Augustine, Florida 32086
Phone 904-797-4777
craig@actiontitlejohns.com

on or before One Hundred Twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2020 taxes at the highest allowable discount.

6. Seller's Representations. Seller and Buyer represent to each other 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. Seller's leasehold interest in Property B shall automatically terminate at Closing.

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, and Buyer to Seller, the following:

(i) a Warranty Deed by Seller for Property A, and a County Deed, by Buyer for Property B, 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, 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 the owner's title policy for both Property A & Property B, issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Seller/Buyer will be responsible for their own recording fees for documents related to clearing the title of the property for closing and property taxes to the day of closing. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the

Property A and B surveyed. Buyer and Seller shall provide each other written notice ("Survey Notice") within 10 days after 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 or Buyer shall be deemed to have been waived by Buyer or Seller.

10. Condition of Property and Buyer's Right of Inspection. Buyer and Seller shall have the right for ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property A and Property B, 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 and Seller's intended purpose. Seller and Buyer hereby give each other the right to enter upon, test and inspect the Property at each's sole cost and risk. Seller and Buyer agree to provide each other any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help each other make a suitability decision regarding the property. Buyer and Seller agree to provide each other with copies of all reports conducted on the Property. If Buyer or Seller determines that the Property is unsuitable for any reason, Buyer or Seller shall give written notice to the other 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 sole option is to terminate this Agreement. (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 and Buyer hereby waive 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 or Seller for any reason determines that the Property is unsuitable for the Buyer's or Seller's intended use, or that there are other circumstances that negatively affect the Buyer's or Seller's intended use, then Buyer or Seller shall give written notice to the other 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: **The Salvation Army, a Georgia Corp.
1424 Northeast Expressway
Atlanta, GA 30329**

**With Copy to:
The Salvation Army
Attention: Property Department
5631 Van Dyke Rd.
Lutz, FL. 33558**

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 will pay a commission to Coquina Coast Realty of 6% of sale effective sale price of property A, equal to 6% of \$ 1,705,000.00.

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 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.

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:

The Salvation Army, a Georgia Corporation

Willene J. Searcy 10-8-2020
Signature Date
WILLENE J. SEARCY

[Signature]
By: _____
Print Name: JAMES K. SEILER, TREASURER
Title: _____

Print Witness Name

Tiana King 10-8-2020
Signature Date

Tiana King
Print Witness Name

WITNESSES:

Pam Halterman 11/6/20
Signature Date

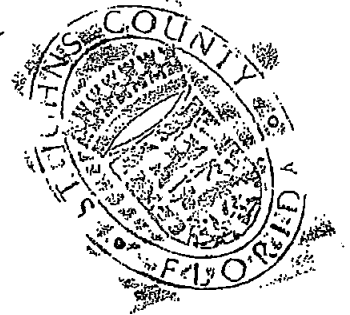
Pam Halterman
Print Witness Name

Sindy Wiseman 11/6/20
Signature Date

Sindy Wiseman
Print Witness Name

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

By: Hunter Conrad 11/6/13
Hunter S. Conrad Date
County Administrator



ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Pam Halterman
Deputy Clerk

Legally Sufficient:
By: [Signature]
County Attorney
Date: 11/5/2020

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: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
The Salvation Army property (Property A)

A parcel of land in Section 3, Township 8 South, Range 29 East, St. Johns County, Florida, being more fully described as follows:

Beginning at the Northeast corner of Section 3, Township 8 South, Range 29 East, St. Johns County, Florida; thence South 00 degrees, 49 minutes, 10 seconds West on East line of said Section 3, 661.50 feet; thence South 88 degrees, 52 minutes, 03 seconds West 660.08 feet; thence North 00 degrees, 52 minutes, 58 seconds East 388.56 feet; thence South 88 degrees, 51 minutes, 21 seconds West 660.02 feet to the Easterly right of way line of State Road No. 207; thence North 36 degrees, 21 minutes, 22 seconds East on said Easterly right of way line, 344.98 feet; thence North 88 degrees, 53 minutes, 59 seconds East 1,119.02 feet to the point of beginning.

Less and Except that property conveyed to the Department of Transportation by Warranty Deed recorded in Official Records Book 1093, page 149 and Official Records Book 1103, page 147, both of the public records of St. Johns County, Florida.

EXHIBIT "B"
County owned property (Property B)

Land situate, lying and being in St. Johns County, Florida to wit:

A parcel of land in Section 19, Township 7 South, Range 30 East, St. Johns County, Florida, said parcel of land being also a part of those lands as described in Official Records Book 223, page 429, of the public records of St. Johns County, Florida, and being more particularly described as follows:

Beginning at the most northerly corner of those lands described in Official Records Book 223, page 429; thence south 30 degrees, 36 minutes, 00 seconds East, 307.14 feet; thence South 85 degrees, 44 minutes, 15 seconds West, 141.93 feet; thence North 03 degrees, 05 minutes, 00 seconds West, 275.32 feet to the point of beginning.

Together with an easement for ingress and egress, 30 feet wide, lying south of and adjoining the south line of the above-described parcel of land, said easement being bounded on the east by State Road No. 5 and extending westerly to the east line of County Road C-5A.



SALVATION ARMY
13.87 acres



2019 Aerial Imagery

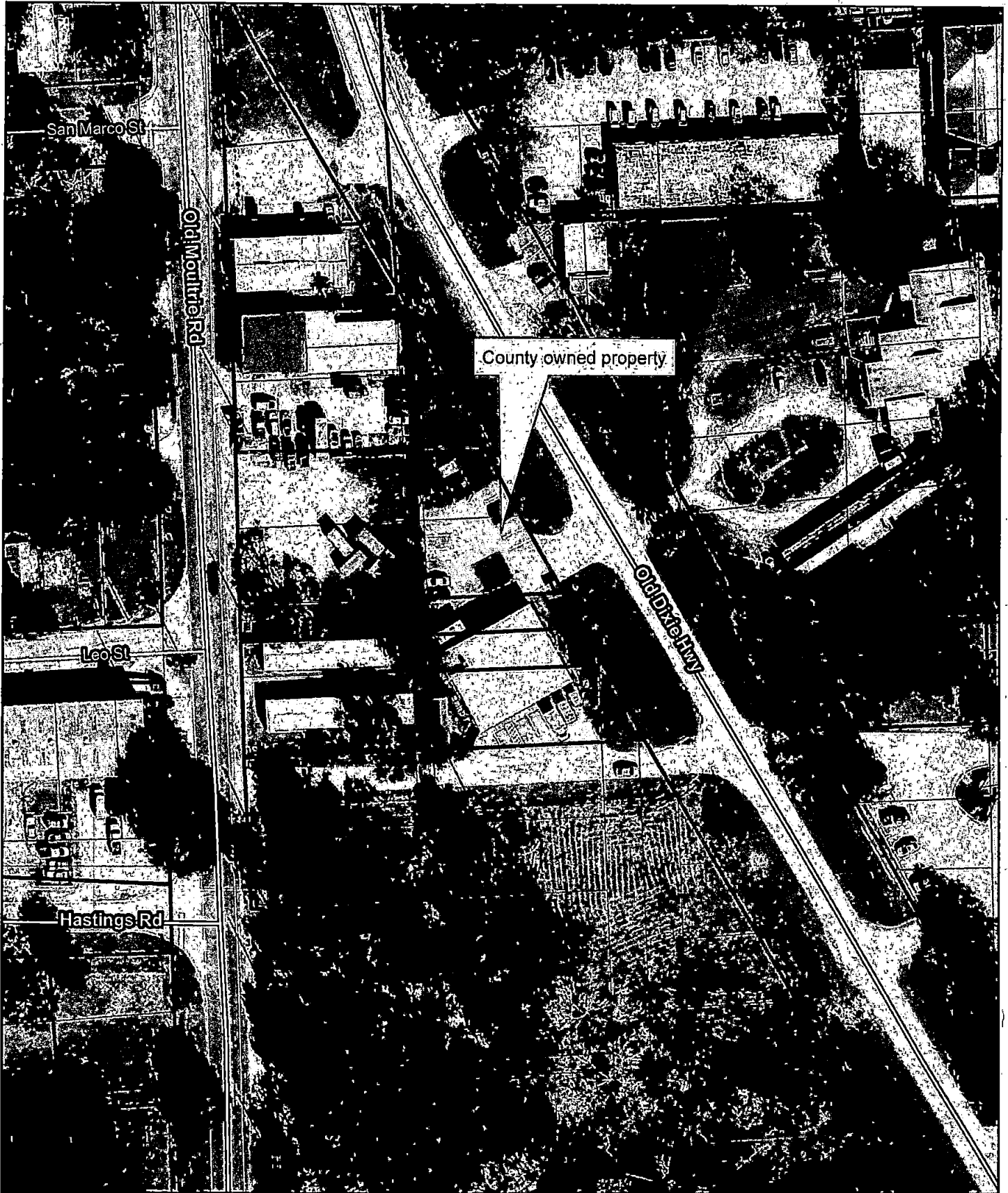


Salvation Army
1850B State Road 207

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
or completeness of the data shown herein.





County owned property



2019 Aerial Imagery



County Property
1425 Old Dixie Hwy
Salvation Army (Leases)

Land Mngt. Systems
Real Estate Division
209-0796

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