# RESOLUTION NO. 2021- 39/

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 WITH TWO-TEN PROPERTIES, INC., A FLORIDA CORPORATION, FOR AN EASEMENT REQUIRED FOR THE CR210 WIDENING PROJECT OUTSIDE THE TWIN CREEKS DRI.

## **RECITALS**

WHEREAS, Two-Ten Properties, Inc., a Florida corporation, owner of property where an easement is required for the CR210 widening project has presented a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this easement is required for the 4-laning and the future 6-laning west of the Twin Creeks DRI; and

WHEREAS, in the Mediated Settlement Agreement executed April 15, 2015 under Section 5. Payment for Additional Right-of-Way, Title, Appraisals and Survey Costs. It states the County shall be responsible for negotiating with the owners of all parcels along the turn lane right-of-way and six-laning right-of-way for the acquisition of such parcels. The County shall use commercially reasonable efforts to obtain contracts to purchase the aforementioned right-of-way in exchange for transportation impact fee credits or for the lowest cost possible; and

WHEREAS, this easement parcel is included in Resolution No. 2021-320 that authorizes the County to acquire this property through condemnation proceedings if necessary; and

WHEREAS, the attached agreement is a proposed settlement with the owner without having to use condemnation; and

WHEREAS, it is in the best interest of the County to approve acquiring this easement for the health, safety and welfare of its citizens.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated 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 authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement and take all steps to move forward to close the transactions.

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 2157 day of September, 2021.

ST. JOHNS COUNTY/FALORIDA

ATTEST: Brandon J. Patty

Brandon J. Patty RENDITION DATE Clerk/of the Circuit Court & Comptroller

Deputy Clerk

By: Tam

Purchase and Sale Agreement

Page 1

### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of \_\_\_\_\_\_, 2021 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 Two-Ten Properties, LLC, a Florida limited liability company, as successor to Two-Ten Properties, Inc., a Florida corporation ("Seller"), whose address is 9556 Historic Kings Road South, Suite 107, Jacksonville, Florida 32257.

#### WITNESSETH:

WHEREAS, the County is desirous of purchasing an interest in properly 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 a thirty-six month Temporary Construction Basement, beginning on the date of closing, of approximately 4,222 square feet in property shown in Exhibit "A" (hereinafter "Property"); being attached hereto, incorporated by reference and made a part hereof, and

### NOW THEREFORE, it is mutually agreed as follows:

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

## 2, Purchase Price.

(a) The purchase price ("Purchase Price") is \$70,000.00, subject to any prorations hereinafter provided. The Purchase Price shall be paid as follows:

Payment Due Date Amount

(i) Cash to Close Closing Day \$70,000.00

TOTAL PURCHASE PRICE \$70,000.00

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

### 3, Title Byidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain, within thirty (30) days from the effective date, a title commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer full title policy, showing no title defects to the property except 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) Buyor shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the full title search report 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 full title search report not timely noted by Buyer in the Title Notice shall be deemed to have been walved by Buyer. In the event the full title search report discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have thirty (30) 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 30-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement.
- 4. <u>Closing.</u> The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrew Agent, Action Title Services of St. Johns, Inc., on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
- 5. <u>Seller's Representations.</u> Seller represents to Buyer that Seller 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, Seiler shall deliver or cause to be delivered to Buyer the following:
- (i) a Temporary Construction Easement in a form acceptable to Buyer ("Basement") conveying easement rights to Buyer to enter upon and use the Property; the Easement shall include language indicating that the following improvements within the area of the Temporary Construction Easement will not be disturbed or damaged by the County or its contractor(s) and, If they are, the County will repair or replace them; Large 20' sign, seven feet from the right of way; Lift station, 12' from right of way; Several back flow preventers; Fire hydrant; and water/sewer lines.
- (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 Basement in 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. <u>Closing Expenses.</u> Buyer shall pay the cost of the full title search report, the cost of recording the Temporary Construction Easement, 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 and shall be responsible for no other amounts except as provided in this agreement.
- 8. <u>Survey and Legal Description.</u> Between this date and Closing, Buyer shall have 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 Bnoumbrances). 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.
- (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon 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.
- 10. <u>Default.</u> (a) <u>Default by Seller.</u> If Sclier defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) <u>Default by Buyer.</u> 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.
- 11. <u>Survival</u>, All covenants, terms, provisions, representations and warrantles set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Temporary Construction Easement.
- 12. <u>Counterparts.</u> 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.

- 13. <u>Modification Must be in Writing.</u> No modification or termination of this Agreement shall be valid unloss executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.
- 14. No Walver. 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.
- 15. <u>Termination of Contract.</u> 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.
- 16. <u>Assignability.</u> This Agreement may not be assigned by Seller or Buyer without the writton consent of all parties.
  - 17. Time. Time is of the essence of all provisions of this Agreement.
- 18. 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.
- 19. 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:

Two-Ten Properties, LLC

9556 Historic Kings Road South, Suite 107

Jacksonville, Florida 32257

Buyer:

St. Johns County, Florida, a political subdivision

Of the State of Florida

500 San Sebastian View, St. Augustine, Florida 32084

- 20. 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.
- 21. <u>Applicability.</u> 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.

- 22, Commissions Due. There are no real estate commissions due as a result of this transaction.
- 23. - Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.
- 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,
- 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 Plorida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)
- 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,
- 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 unaffillated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.			
WITNESSES:	SELLER: Two-Ten Properties, LLC		
( State 9-7-21	Dato? -7-21		
Signature / Date	Print Name: SHERMAN WESTWORDSLAND		
Print Witness Name	Title: www.		
9			
Signature Date 977	u .		

(signatures continued next page)

Print Witness Name

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# Purchase and Sale Agreement

WITNESSES:	BUYER: ST. JOHNS COUNTY, FLORIDA A political subdivision of the State of Florida	
Signature Date	By <u>t</u> Huntor S. Conrad County Administrator	Dato
Print Witness Name		
	•	Ø
Signature Date	•	
Print Witness Name		
ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller	Legally Sufficient:	,
Ву;	Ву:	
By: Deputy Clerk	County Attorney	
	Date:	

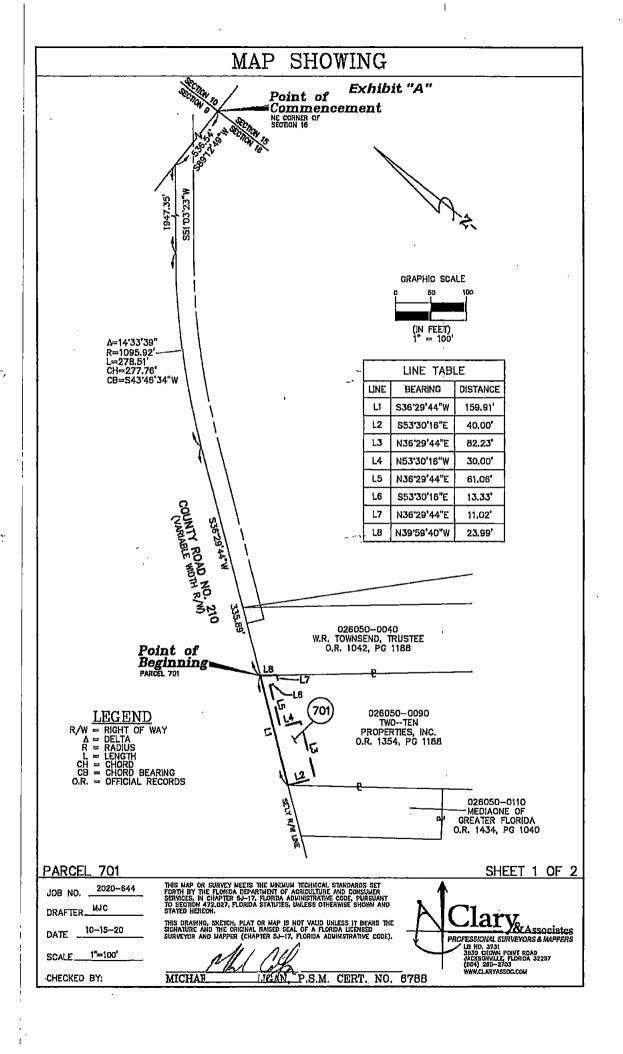
### EXHIBIT "A"

PARCEL 701

A PAR'I OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1354, PAGE 1188 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAS'I CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536,54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 51°03'23" WEST, A DISTANCE OF 1947.35 FEET TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1095.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°33'39", AN ARC DISTANCE OF 278.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°46'33" WEST, 277.76 FEET TO A POINT OF TANGENCY; COURSE NO. 3: SOUTH 36°29'44" WEST, A DISTANCE OF 335.89 FEET TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE SOUTH 36°29'44" EAST, A DISTANCE OF 159.91 FBET; THENCE SOUTH 53°30'16" EAST, A DISTANCE OF 40.00 FBET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 53°30'16" WEST, A DISTANCE OF 30,00 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 61.06 FEET; THENCE SOUTH 53°30'16" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 36°29'44" EAST, A DISTANCE OF 11.02 FEET; THENCE NORTH 39°59'40" WEST, A DISTANCE OF 23.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,222 SQUARE FEET, MORE OR LESS.



# MAP SHOWING

PARCEL 701

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1354, PAGE 1188 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89'12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 538.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WOTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH S1'03'23" WEST, A DISTANCE OF 1947.35 FEET TO A POINT OF CURVATURE; COURSE NO. 2: SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1095.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14'33'39", AN ARC DISTANCE OF 278.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43'46'33" WEST, 277.76 FEET TO A POINT OF TANGENCY; COURSE NO. 3: SOUTH 36'29'44" WEST, A DISTANCE OF 335.89 FEET TO THE POINT OF BEGINNING: COURSE NO. 4: CONTINUE SOUTH 36'29'44" EAST, A DISTANCE OF 159.91 FEET; THENCE SOUTH 53'30'16" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 36'29'44" EAST, A DISTANCE OF B2.23 FEET; THENCE NORTH 53'30'16" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 36'29'44" EAST, A DISTANCE OF 61.08 FEET; THENCE SOUTH 53'30'16" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'44" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'44" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.33 FEET; THENCE NORTH 56'29'144" EAST, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,222 SQUARE FEET, MORE OR LESS.

## GENERAL NOTES

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, AS S51'03'23"W.
- 2. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL, UTILIZE THE GRAPHIC SCALE AS SHOWN.
- 3. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

SHEET 2 OF 2

1			
	JOB NO. 2020-644	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, PURBUANT	
Ì	DRAFTER MJC	TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.	A Clarer
1	DATE	THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE OKIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 53–17, FLORIDA ADMINISTRATIVE CODE).	PROFESSIONAL SURVEYORS & MAPPERS
	SCALE 1"=100'	Ald all	LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE FLORIDA 32257 (904) 280-2703 WYW.CLANYASDO.COM
1	CHECKED BY:	MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6	5788 I

