

RESOLUTION NO. 2023- 237

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 THE ACQUISITION OF VACANT LAND LOCATED ON THE EAST SIDE OF STATE ROAD A1A (COASTAL HIGHWAY) IN VILANO BEACH AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the owner of certain vacant land located on the east side of State Road A1A (Coastal Highway) in Vilano Beach, 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 the property to the County; and

WHEREAS, the property lies within the St. Johns County Coastal Storm Risk Management Project (South Ponte Vedra and Vilano Beach Reaches); and

WHEREAS, acquiring the property allows the County to place sand on the property for this project and all future projects from the seaward beach to the State Road A1A (Coastal Highway) right-of-way; and

WHEREAS, it is in the best interest of the County for the Board to approve the agreement 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 conditions of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County and move forward to close the transaction.

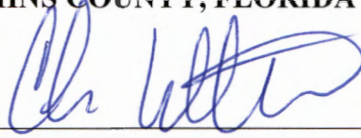
Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's office.

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.

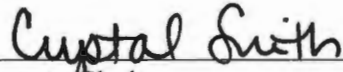
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of July, 2023.

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

Rendition Date JUL 19 2023

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2023 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 **RANDALL D. BOWYER** (“Seller”), whose address is 120 Malibu Road, Liberty, South Carolina 29657.

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 the 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”) is Fifteen-Thousand Dollars (**\$15,000.00**), subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
Cash to Close	Closing Day	\$15,000.00
TOTAL PURCHASE PRICE		\$15,000.00

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

3. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title guarantee commitment (“Commitment”) issued by a title company authorized to do business in the State of Florida (“Title Company”) agreeing to issue to Buyer, upon recording the Deed, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the property subject only to the following (the “Permitted Encumbrances”):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-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 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 St. Johns County on or before (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 2022 taxes at the highest allowable discount.

6. 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.

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) General Warranty Deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(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 all closing costs associated with this transaction.

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, 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such

notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

15. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

16. Time. Time is of the essence of all provisions of this Agreement.

17. 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.

18. 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: Randall D. Bowyer
120 Malibu Road
Liberty, South Carolina 29657

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 due on 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:

W. Corey White 06-08-23
Signature Date

William Corey White
Print Witness Name

Laurie Ford 6-8-23
Signature Date

Laurie Ford
Print Witness Name

SELLER:

Randall D. Bowyer
Print Randall D. Bowyer Date 6/8/2023

WITNESSES:

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

Signature Date

By: _____
County Administrator Date

Print Witness Name

Signature Date

Print Witness Name

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

Legally Sufficient:

By: _____
Deputy Clerk

By: _____ Date: _____
County Attorney

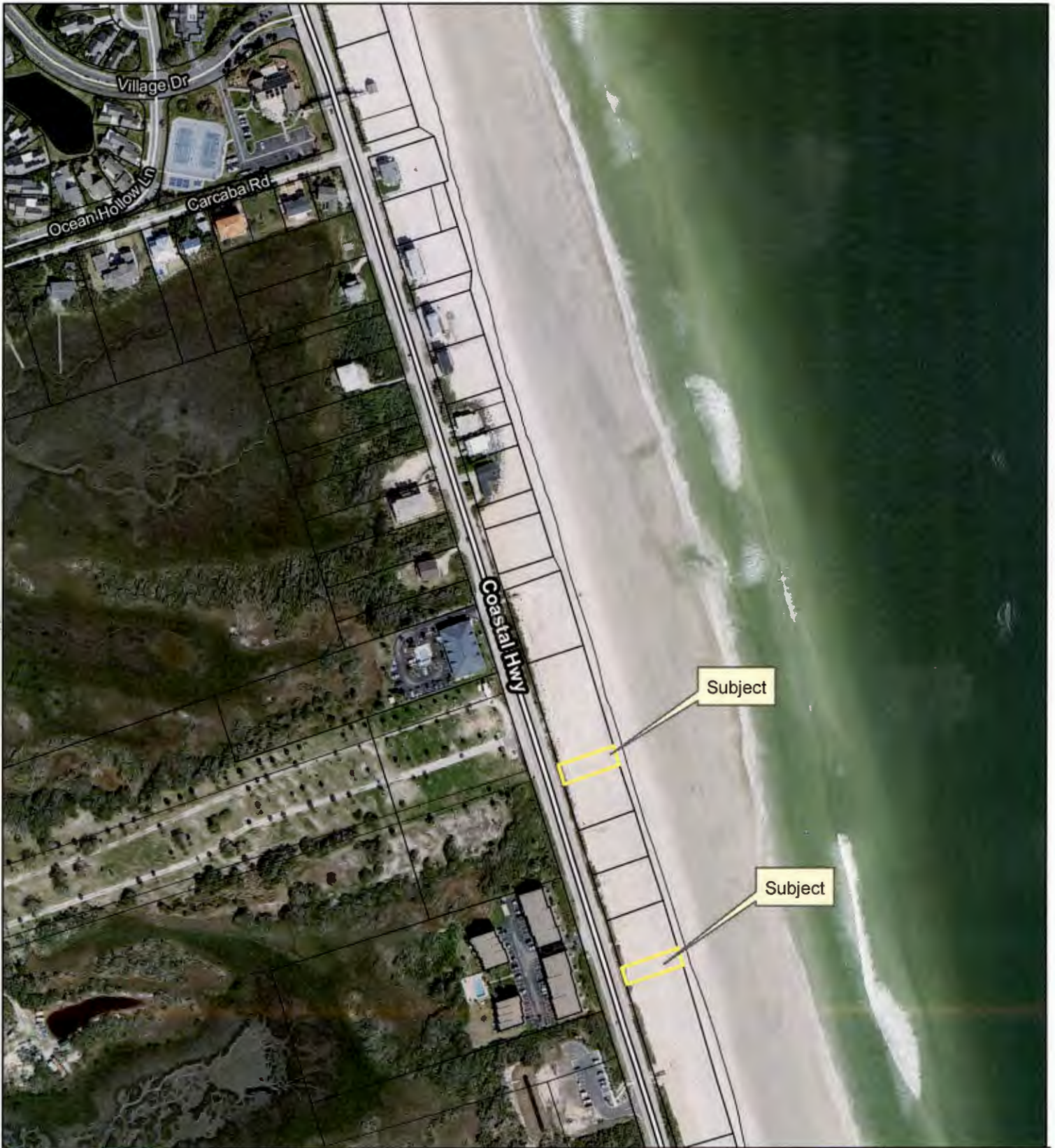
EXHIBIT "A"

PARCEL I

A STRIP LAND LYING EAST OF THE RIGHT OF WAY LINE OF STATE ROAD A1A (COASTAL HIGHWAY) AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; SOUTH OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4044, PAGE 784, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; NORTH OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3505, PAGE 1596, OF SAID PUBLIC RECORDS; AND WEST OF THE "ST. JOHNS R102.5 TO R117.5 EROSION CONTROL LINE ST. JOHNS COUNTY, FLORIDA" AS ADOPTED AND RECORDED IN EROSION CONTROL LINE BOOK 14, PAGES 8 THROUGH 14 PURSUANT TO THE PROVISIONS OF CHAPTER 161.181 FLORIDA STATUTES, OF SAID PUBLIC RECORDS.

PARCEL II

A STRIP LAND LYING EAST OF THE RIGHT OF WAY LINE OF STATE ROAD A1A (COASTAL HIGHWAY) AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; SOUTH OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1315, PAGE 958, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; NORTH OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2741, PAGE 423, OF SAID PUBLIC RECORDS; AND WEST OF THE "ST. JOHNS R102.5 TO R117.5 EROSION CONTROL LINE ST. JOHNS COUNTY, FLORIDA" AS ADOPTED AND RECORDED IN EROSION CONTROL LINE BOOK 14, PAGES 8 THROUGH 14 PURSUANT TO THE PROVISIONS OF CHAPTER 161.181 FLORIDA STATUTES, OF SAID PUBLIC RECORDS.



Subject

Subject



2021 Aerial Imagery
June 13, 2023

*Coastal Highway
Vilano Beach
Vacant Land Acquisition*

Land Management
Systems
Real Estate
Division
(904) 209-0790



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.