

RESOLUTION NO. 2000- 164

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A 1ST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN CRESCENT BEACH BAPTIST CHURCH, INC. AND ST. JOHNS COUNTY EXTENDING THE INSPECTION TERMINATION DATE.

RECITALS

WHEREAS, on September 26, 2000, per Resolution No. 2000-147 the Board of County Commissioners approved the terms of the Purchase and Sale Agreement between Crescent Beach Baptist Church, Inc. and St. Johns County for the purchase of County owned property on State Road No. 206; and

WHEREAS, the Inspection Termination Date as outlined in Section 8 of the Agreement expires November 3, 2000; and

WHEREAS, there are more reviews to be conducted on the property than can be accomplished in the previously set time and a 1st Amendment to Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, extending the Inspection Termination Date will allow the additional time needed for the reviews to be done.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. We incorporate the above Recitals as findings of fact.

Section 2. The 1st Amendment to Purchase and Sale Agreement in substantially the form attached hereto is hereby approved for execution by the County Administrator and the Clerk is instructed to file the original in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 24th day of October, 2000.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Cheryl Strickland
Deputy Clerk

1ST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS 1ST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT (" 1ST Amendment") by and between **CRESCENT BEACH BAPTIST CHURCH, INC.**, a Florida non-profit corporation, whose address is 6975 A1A South, St. Augustine, Florida 32086, ("Buyer") and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, ("Seller") is hereby entered into

WHEREAS, the Buyer is desirous of purchasing the property as described in the Purchase and Sale Agreement ("Agreement"), attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the Inspection Termination Date as outlined in Section 8 of the Agreement expires November 3, 2000; and

WHEREAS, there are more reviews to be conducted on the property than can be accomplished in the previously set time.

NOW THEREFORE, the parties hereby agree as follows:

1. The Inspection Termination Date as outlined in Section 8 of the Agreement shall be extended for an additional sixty (60) days from the expiration date mentioned above and the closing date shall be extended for an additional thirty (30) days from the extended Inspection Termination Date.
2. All other provisions and agreements of the Purchase and Sale Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of _____.

BUYER:
CRESCENT BEACH BAPTIST CHURCH, INC.

Witness Name _____

Andrew V. Coleman, Pastor

Witness Name _____

SELLER:
ST. JOHNS COUNTY

Witness Name _____

Ben W. Adams, Jr., County Administrator

Witness Name _____

Exhibit "A" to 1ST Amendment to
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of October 3, 2000, by and between **CRESCENT BEACH BAPTIST CHURCH, INC.**, a Florida non-profit corporation, whose address is 6975 A1A South, St. Augustine, Florida 32086 ("Buyer") and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Seller").

WITNESSETH:

WHEREAS, the Crescent Beach Baptist Church, Inc., a Florida non-profit corporation has requested to purchase approximately 17.3 acres of County owned property as described on attached Exhibit "A", incorporated by reference and made a part hereof, (hereinafter "Property"); and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners may effect a private sale to a not for profit corporation when so requested provided the Board is satisfied that the use of the property will promote community interest and welfare and the property is not needed for County purposes; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price

(a) The purchase price ("Purchase Price") is \$245,000.00 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) Cash to Close	Closing Day	\$245,000.00
TOTAL PURCHASE PRICE		<u>\$245,000.00</u>

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

2. Deduction fro Easement and Remainder Two Acres

(a) Notwithstanding the provisions of this Agreement, the Purchase Price shall be reduced by \$28,789.00 which is the amount determined by the Seller that is based on the appraised value of the easement and 2 acre parcel retained by the Seller. The acreage total of the entire parcel is 19.3 acres. The acreage total of the parcel being conveyed to the Crescent Beach Baptist Church is 17.3 acres.

3. Title Evidence

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 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.

(b) Buyer shall notify Seller in writing ("Title Notice") within 10 days after Buyer's receipt of the Commitment if the Commitment cannot be obtained or it discloses any defects in the title to the Property. 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 and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (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, 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.

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place on or before 60 days of the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

3. Seller's Representations. Seller represents to Buyer that to the best of its knowledge it 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.

5. 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) County Deed ("Deed") conveying the County's title to the Property to the Buyer.

(ii) 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, the Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment, the cost of recording the deed, all of the expenses in connection with recording fees.

7. Survey and Legal Description. Between this date and Closing, Buyer shall have the right to 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 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 2. 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.

8. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for thirty (30) 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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 this Agreement shall terminate.

9. 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, including but not limited to the covenants and restrictions described in St. Johns County Resolution No. 2000- 147.

10. 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.

11. 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.

12. 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.

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

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

15. 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.

16. Notices. Any notice hereunder must be in writing and delivered personally or by United State Mail, Registered or Certified, Return Receipt Requested; United State Express Mail; or Federal Express or equivalent courier service, and shall not 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: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

Buyer: Crescent Beach Baptist Church, Inc.
6975 A1A South
St. Augustine, Florida 32086

17. 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.

18. 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.

19. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

20. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

BUYER:
CRESCENT BEACH BAPTIST CHURCH,
INC.

[Signature]
Witness Name *[Signature]*

Laurie C. Brodtker
Witness Name *Laurie C. Brodtker*

[Signature]
Andrew V. Coleman, Pastor

SELLER:
ST. JOHNS COUNTY

[Signature]
Witness Name *Sandra Sheffield*

Dena Masters
Witness Name *Dena Masters*

[Signature]
Ben W. Adams, County Administrator

EXHIBIT "A"

That part of Stephen Cheves Grant, Section 48, Township 9 South, Range 30 East (Except existing right-of-way for State Road 206), lying within 300 feet on each side of a line described as follows:

Commence on the West line of Stephen Cheves Grant, at a point 2032.99 feet North of the Southwest corner, thence run North 89 degrees 03 minutes East, a distance of 1291 feet to the point of curvature of a curve concave to the Northwesterly and having a radius of 2292.01 feet, thence run Northeasterly along the arc of said curve through a central angle of 12 degrees 00 minute 24 seconds a distance of 480.27 feet for the point of beginning of a line herein described, thence from a tangent bearing of North 77 degrees 02 minutes 36 seconds East run South 0 degree 58 minutes 24 seconds East, a distance of 1525 feet, for the end of this described line.

Less and Except a 200' X 450' parcel of land in the Southwest corner of the above described land together with a 20-foot access easement along the westerly property line.