

RESOLUTION NO. 2001-45

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY FOR FUTURE PUBLIC BEACH PARKING.**

**WHEREAS**, the owners of certain property have executed and presented to the County the Purchase and Sale Agreement , attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, there is no other currently available or identified site which is as suitable or affordable for the public beach parking; and

**WHEREAS**, monies for such purchase is coming from #14656301 Category 3 Tourist Development Recreation & Beaches and #20156100 Park Impact Fee Zone C; and

**WHEREAS**, purchase price represents the appraised value of \$250,000.00 plus (10%) ten percent (\$25,000.00) of the appraisal performed by Carter Appraisals, Inc.; and

**WHEREAS**, acceptance of the Purchase and Sale Agreement better serves the health, safety and welfare of the citizens.

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

Section 1. The terms of the Purchase and Sale Agreement, attached hereto are hereby approved.

Section 2. The Clerk is instructed to file the original Purchase and Sale Agreement and mail executed copies of this Resolution and the Agreement to the Sellers as defined in the Agreement.

Section 3. The County Administrator is authorized to take action to close this Agreement and complete the purchase upon compliance with all terms of the Agreement.

PASSED AND ADOPTED, this 13<sup>th</sup> day of March, 2001.

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

By: Mary F. Kohnke  
Mary F. Kohnke, Chair

**ATTTEST:** Cheryl Strickland, Clerk

Cheryl Strickland  
Deputy Clerk

*[Faint, illegible handwritten notes or signatures]*

# Exhibit A To Resolution

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2001, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Buyer") and **Joel Aubrey Williams, Patricia C. Harding, Jeanne M. Young, Juanita M. James and Elizabeth M. Shoals**, whose address is P. O. Box 362, St. Augustine, Florida 32085 ("Sellers").

### WITNESSETH:

**WHEREAS**, the County is desirous of purchasing property owned by the Sellers and Sellers are 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, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the acquisition of property for future off beach parking; and

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

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$275,000.00, 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 fifteen (15) days of Commission Approval (hereinafter defined)	\$ 27,500.00
(ii) Cash to Close	Closing Day	\$247,500.00
<b>TOTAL PURCHASE PRICE</b>		<b>\$275,000.00</b>

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

## 2. 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, 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 Sellers in writing ("Title Notice") within 10 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or 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 and such defect is timely noted in a Title Notice, Sellers, at Sellers sole option and expense, shall have 90 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 90-day period, Sellers have 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 Sellers 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.

## 3. Identity and Obligation of Escrow Agent.

(a) Southern Title of Central Florida, 3950 A1A South Suite E, St. Augustine, Florida 32084, shall be Escrow Agent, at no additional charge to Sellers or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not required to, bring an appropriate interpleader action or proceeding for leave to

deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

4. 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 at the offices of the Escrow Agent, Southern Title of Central Florida, 3950 A1A South Suite E, St. Augustine, Florida 32084, on or before July 15, 2001 ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Taxes. Buyer will pay real property taxes for the year '2001'. Sellers have paid the '2000' property taxes in full.

6. Seller's Representations. Sellers represent to Buyer that they own fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Sellers shall deliver or cause to be delivered to Buyer the following:

(i) a 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;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by all sellers.

(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, Escrow Agent shall deliver the Deposit and Buyer shall deliver the cash to close, to Sellers, in accordance with Section 1. Buyer shall execute and deliver to Sellers such consents and authorizations as Sellers 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, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Sellers 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 issued pursuant to the Commitment, the cost of recording the deed, all of the expenses in connection with recording fees. Buyer and Sellers shall each be responsible for their own Attorney fees if any are incurred as a result of this transaction.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Sellers 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 Sellers shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for 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. Sellers hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Buyer agrees to provide Sellers with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, Buyer shall give written notice to Sellers 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 Sellers. If Sellers default by performance of any of Sellers 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 Sellers default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit as Sellers sole and exclusive remedy for any such default, Sellers hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically

terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Sellers 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. Assignability. This Agreement may not be assigned by Sellers or Buyer without the written 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 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.

Sellers: Joel Aubrey Williams  
Patricia C. Harding  
Elizabeth M. Shoals  
Juanita M. James  
Jeanne M. Young  
P. O. Box 362  
St. Augustine, Florida 32085

Buyer: St. Johns County  
Ben W. Adams, Jr., County Administrator  
4020 Lewis Speedway  
St. Augustine, Florida 32095

Escrow Agent: Southern Title of Central Florida  
3950 A1A South Suite E  
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. 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.

22. Commission Dues. Buyer and Sellers agree that there are no real estate commissions that may be owed 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.

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

**BUYER:  
ST. JOHNS COUNTY, FLORIDA**

\_\_\_\_\_  
Witness Name \_\_\_\_\_

\_\_\_\_\_  
Ben W. Adams, Jr.  
County Administrator

\_\_\_\_\_  
Witness Name \_\_\_\_\_

**SELLERS:**

*FH Shoals*  
Witness Print Name: FH SHOALS

*Jack Harding*  
Witness Print Name: JACK HARDING

*Sandra J. Williams*  
Witness Print Name: Sandra J. Williams

*FH Shoals*  
Witness Print Name: FH SHOALS

*Sandra J. Williams*  
Witness Print Name: Sandra J. Williams

*Jack Harding*  
Witness Print Name: JACK HARDING

*Jerry Lee Triplett*  
Witness Print Name: Jerry Lee Triplett

*Russ L. Fiore*  
Witness Print Name: RUSSELL FIORE

*Jack Harding*  
Witness Print Name: JACK HARDING

*Sandra J. Williams*  
Witness Print Name: Sandra J. Williams

*Joel Aubrey Williams*  
Joel Aubrey Williams

*Patricia C. Harding*  
Patricia C. Harding

*Elizabeth M. Shoals*  
Elizabeth M. Shoals

*Juanita M. James*  
Juanita M. James

*Jeanne M. Young*  
Jeanne M. Young

Deposit received by \_\_\_\_\_, (Escrow Agent), which the Escrow agent agrees to return in accordance with the terms and conditions of the within Agreement.

**ESCROW AGENT**

By: Southern Title of Central Florida

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# THE ST. AUGUSTINE RECORD

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **LINDA Y MURRAY**  
who on oath says that she is an Accounting Clerk of the St. Augustine Record,  
a daily newspaper published at St. Augustine in St. Johns County, Florida:  
that the attached copy of advertisement, being a

## AMENDED NOTICE

in the matter of **PROPOSED AGREEMENT**

**5335 AIA SOUTH**

in the Court, was published in said newspaper in the issues of

**FEBRUARY 9, 2001**

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this **9<sup>TH</sup>** day of **FEBRUARY** 2001,

by *Zoe Ann Moss* who is personally known to me  
or who has produced **PERSONALLY KNOWN** as identification.

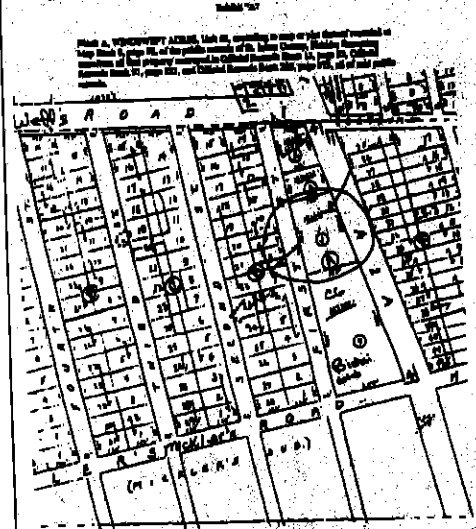
*Zoe Ann Moss*  
(Signature of Notary Public)



Zoe Ann Moss  
MY COMMISSION # CC641814 EXPIRES  
August 28, 2001  
(Seal)  
BONDED THRU TROY PAIR INSURANCE, INC.

Zoe Ann Moss

**AMENDED NOTICE OF PROPOSED AGREEMENT FOR ST. JOHNS COUNTY TO PURCHASE PROPERTY**  
On Tuesday, March 13, 2001 at 1:30 P.M. the Board of County Commissioners of St. Johns County, Florida, in the St. Johns County Auditorium, County Administration Building, #4020 Lewis Speedway (County Road 14-A and U.S. #1 North), St. Augustine, Florida, will consider and may take action on a Resolution approving purchasing of real property between St. Johns County and Joel Aubrey Williams, Patricia C. Harding, Jeanne M. Young, Juanita M. James and Elizabeth M. Sheals, (owners of property located at 5335 South A1A, St. Augustine, FL 32084 as described in Exhibit "A") for the acquisition of property for future off beach parking.



The proposed legal description and map of the real property to be purchased is shown in the Exhibit of the Resolution which is available for inspection by the public in the Office of the Clerk of Courts, Ex-Officio Clerk to the Board of County Commissioners located in the St. Johns County Administration Building #4020 Lewis Speedway, St. Augustine, Florida.

**NOTICE OF PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS:** In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact ADA Coordinator, at 904-823-2501 or at the County Administration Building, #4020 Lewis Speedway, St. Augustine, Florida 32095. For hearing impaired individuals: Florida Relay Service: 1-800-955-8777 no later than 5 days prior to the date of the meeting.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**  
CHERYL STRICKLAND, ITS CLERK  
By Patricia DeGrande, Deputy Clerk  
L181A-1 Feb. 9, 2001