

RESOLUTION NO. 2002- 57

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY IN THE AFRO-AMERICAN SUBDIVISION TO IMPROVE THE DRAINAGE ON AVERY STREET.**

**RECITALS**

**WHEREAS**, the owner of the property has executed and presented to the County the Purchase and Sale Agreement in substantially the form attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to sell the property described therein; and

**WHEREAS**, St. Johns County is in need of improving the drainage on Avery Street by constructing a retention pond; and

**WHEREAS**, to exempt a purchase in an amount of \$100,000.00 or less from the requirement for an appraisal the Board of County Commissioners may do so by ordinary vote per Florida Statute 125.355, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, acquisition of the property requires approval of the Board of County Commissioners, execution by the County Administrator, and closing by the Real Estate Division.

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

Section 1. All the above recitals are findings of fact.

Section 2. The appraisal requirement is hereby waived per Florida Statute 125.355.

Section 3. The County Administrator is authorized to execute the Purchase and Sale Agreement for acquisition of the property described in Exhibit "A".

Section 4. That the Purchase and Sale Agreement shall be contingent upon Due diligence on the part of the County to include an environmental assessment.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of April, 2002.

**ST. JOHNS COUNTY**

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Patricia Repreude  
Deputy Clerk

RENDITION DATE 4-5-02

EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of \_\_\_\_\_, 2002, 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 JAMES MACON, whose address is 750 Orange Blossom Trail, #254, Orlando, Florida 32805 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing Lots 16 and 17, Block 116, Afro-American Subdivision 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 title to 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. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$6,000.00, 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)	
(ii) Cash to Close	Closing Day	<b>\$6,000.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$6,000.00</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

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 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, 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 and receiving a return of the Deposit.

### 3. Identity and Obligation of Escrow Agent

(a) ASSOCIATED LAND TITLE GROUP, 93A Orange Street, St. Augustine, Florida 32086, shall be Escrow Agent, at no additional charge to Seller 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,

Associated Land Title Group, 93A Orange Street, St. Augustine, Florida 32084, on or before ninety (90) 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 2002 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) 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 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, Escrow Agent shall deliver the Deposit and 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.

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. 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 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.

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. 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, 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 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.

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. Assignability. This Agreement may not be assigned by Seller 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.

Seller: **James Macon**  
750 Orange Blossom Trail, #254  
Orlando, FL 32805

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

Escrow Agent: **Associated Land Title Group**  
93 Orange Street  
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 Seller 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 Seller.

24. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparties.

**SELLERS:**

Barbara J. Holley  
Witness Name Barbara J. Holley

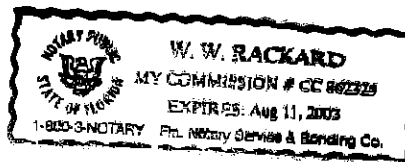
JAMES MACON Date: 2/25/02  
**JAMES MACON**

Dexter Walker  
Witness Name Dexter Walker

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 25 day of Feb, 2002, by JAMES MACON, Grantor. He is personally know to me or has produced a driver's license personally known as identification.

W. W. Rackard  
Notary



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

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Ben W. Adams, Jr.**  
**County Administrator**

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

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002 by BEN W. ADAMS, JR., County Administrator for St. Johns County, Florida, who is personally known to me.

\_\_\_\_\_  
Notary

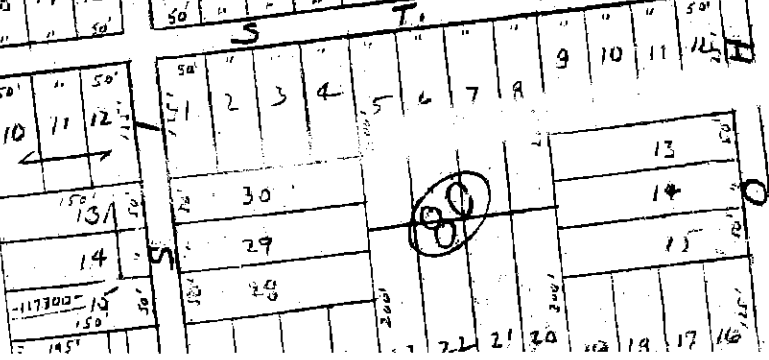
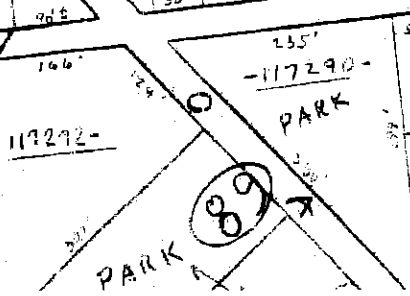
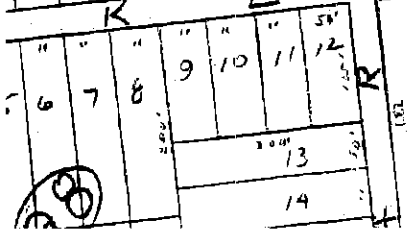
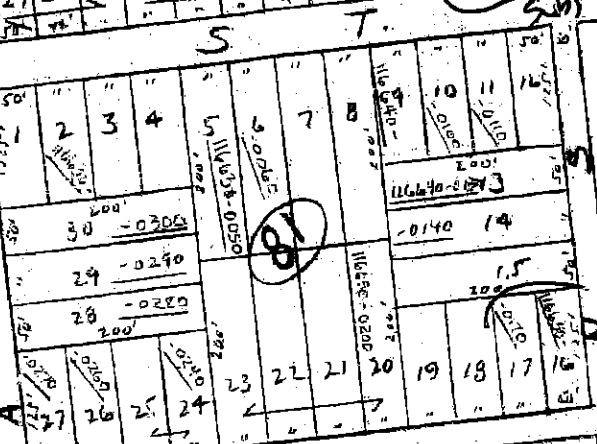
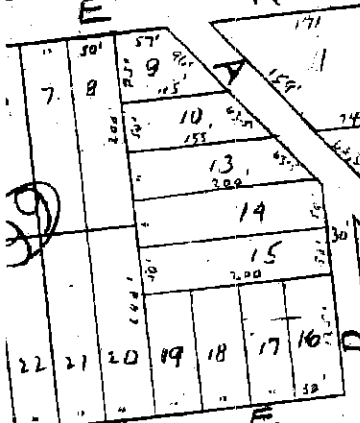
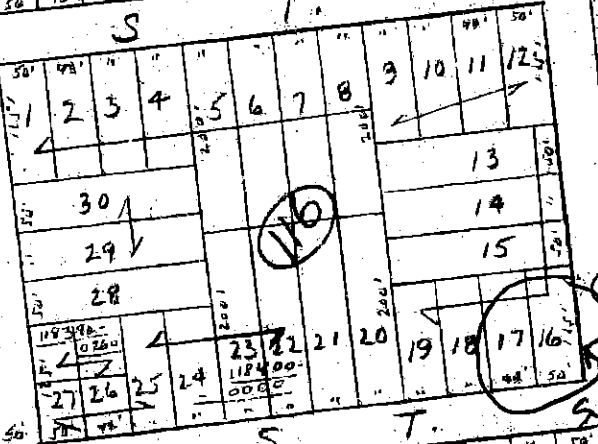
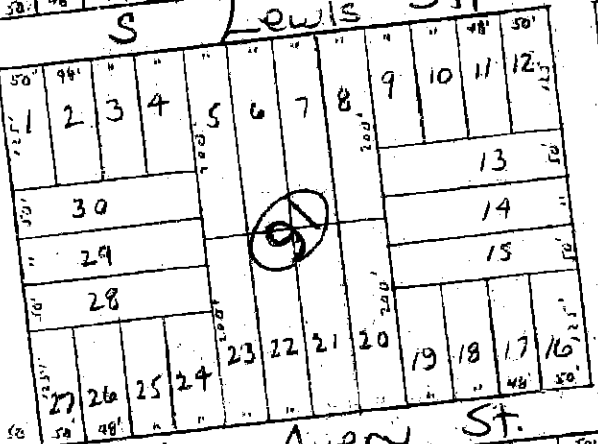
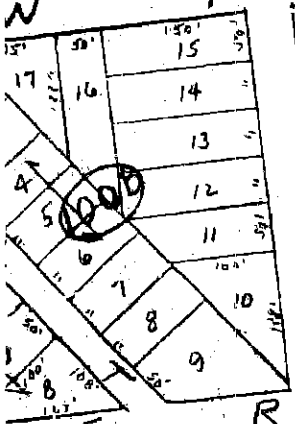
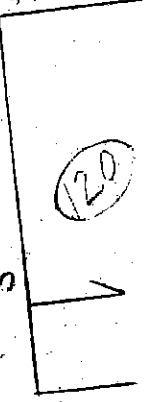
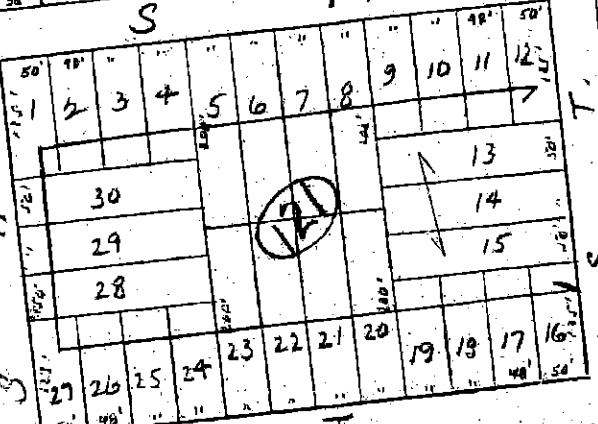
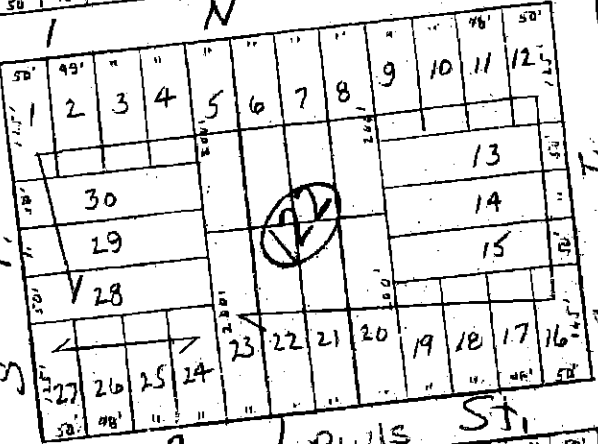
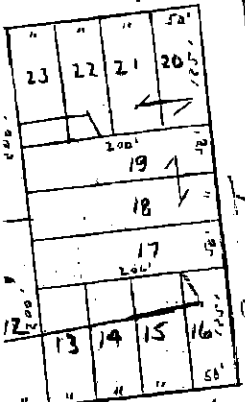
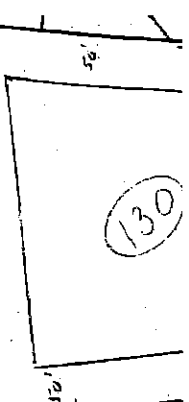
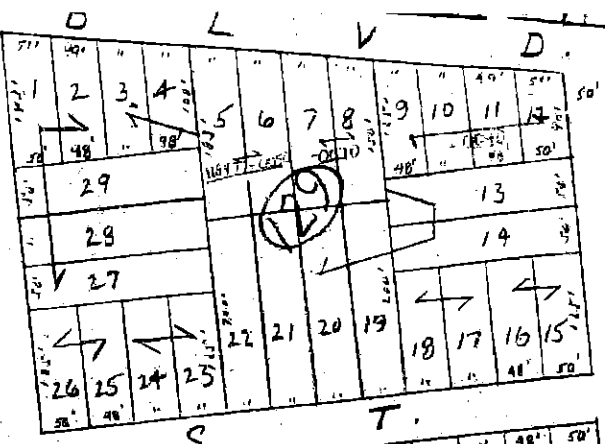
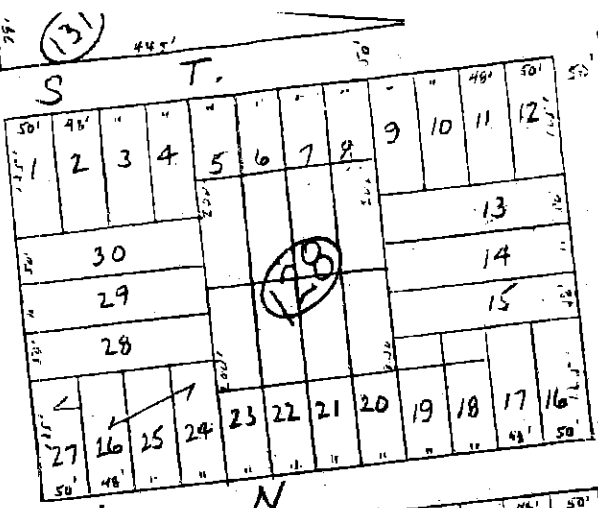
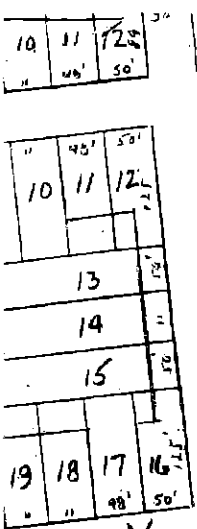
**Deputy Clerk to Attest:**

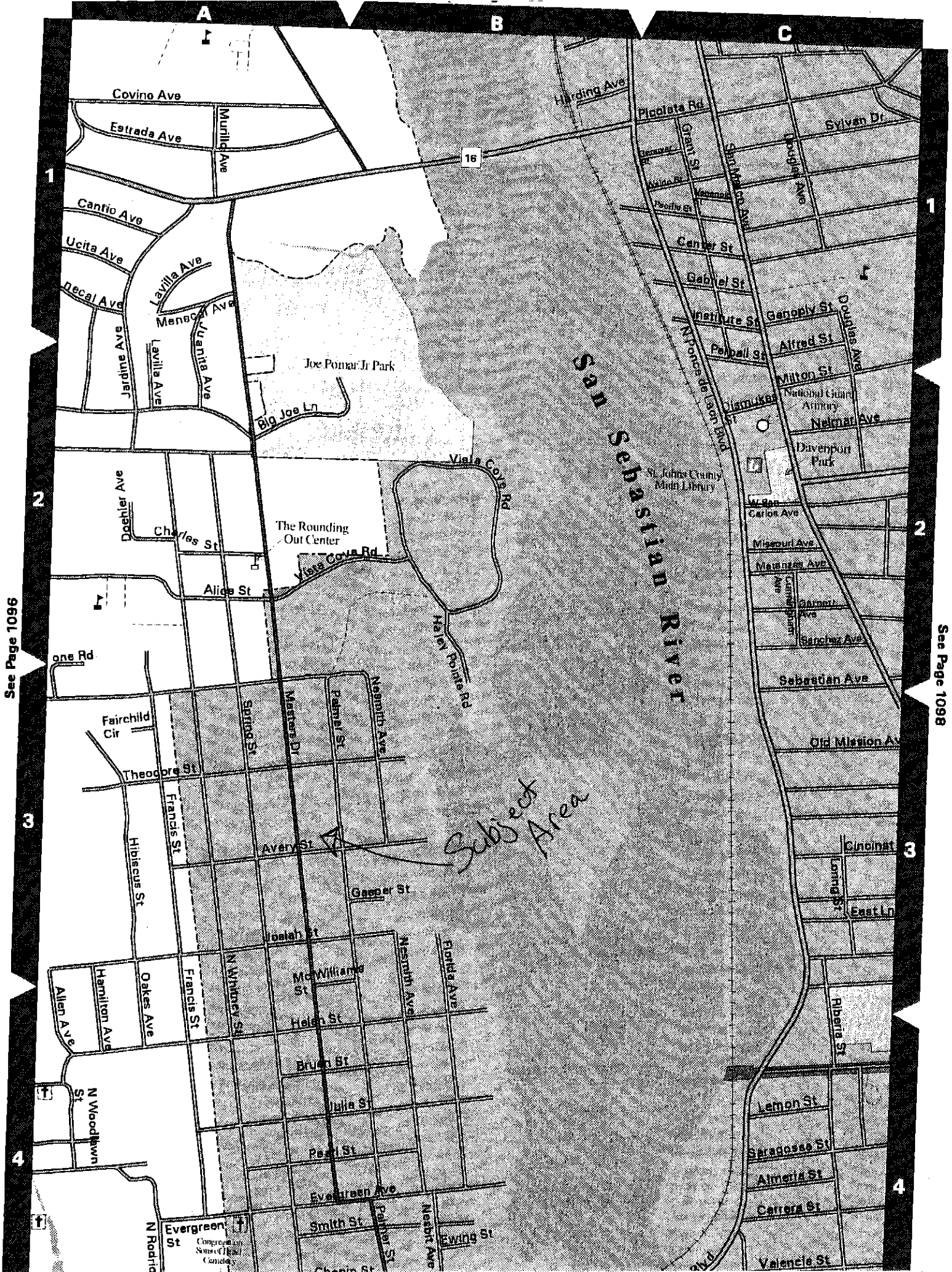
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Deposit received by \_\_\_\_\_, (Escrow Agent), which the Escrow agent agrees to return in accordance with the terms and conditions of the within Agreement.

**ESCROW AGENT**

By: **Associated Land Title Group**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





*Subject Area*

SAN SEBASTIAN RIVER

Covino Ave

Estrada Ave

Cantio Ave

Ucita Ave

Decal Ave

Lavilla Ave

Mencal Ave

Juanita Ave

Lavilla Ave

Doehler Ave

Charles St

Alice St

one Rd

Fairchild Cir

Theodore St

Hibiscus St

Francis St

Avery St

Gasper St

Wolah St

McWilliams St

Heidi St

Bryon St

Julia St

Paul St

Evergreen Ave

Smith St

Ewing St

Hilanding Ave

Piccolata Rd

Grant St

Ucino St

Center St

Gabriel St

Christine St

Palpall St

Diamuk St

St. John's Church

Multi Library

Wagon Carlos Ave

Missouri Ave

Marshall Ave

Barrett Ave

Sanchez Ave

Sebastian Ave

Old Mission Ave

Cincinnati

East Ln

Ribera St

Lemph St

Saracoso St

Almeria St

Carrera St

Valencia St

Sylvan Dr

Genoply St

Alfred St

Milton St

Nelmar Ave

Davenport Park

Wagon Carlos Ave

Missouri Ave

Marshall Ave

Barrett Ave

Sanchez Ave

Sebastian Ave

Old Mission Ave

Cincinnati

East Ln

Ribera St

Lemph St

Saracoso St

Almeria St

Carrera St

Valencia St

Evergreen St

Congregation Sons of The Cross

N Rodrig

St

Charles St

Francis St

Nessit Ave

Evergreen St

Wagon Carlos Ave

Missouri Ave

Marshall Ave

Barrett Ave

Sanchez Ave

Sebastian Ave

Old Mission Ave

Cincinnati

East Ln

Ribera St

Lemph St

Saracoso St

Almeria St

Carrera St

Valencia St

Wagon Carlos Ave

Missouri Ave

Marshall Ave

Barrett Ave

Sanchez Ave

Sebastian Ave

Old Mission Ave

Cincinnati

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Saracoso St

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EXHIBIT "B" TO RESOLUTION



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[Constitution](#)

[Laws of Florida](#)

[Order](#)

Select Year:

## The 2001 Florida Statutes

<b>Title XI</b>	<b>Chapter 125</b>	<b>View Entire Chapter</b>
County Organization And Intergovernmental Relations	County Government	

**125.355 Proposed purchase of real property by county; confidentiality of records; procedure.--**

(1)(a) In any case in which a county, pursuant to the provisions of this section, seeks to acquire by purchase any real property for a public purpose, every appraisal, offer, or counteroffer must be in writing. Such appraisals, offers, and counteroffers shall not be available for public disclosure or inspection and are exempt from the provisions of s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the board of county commissioners. If a contract or agreement for purchase is not submitted to the board of county commissioners for approval, the exemption from s. 119.07(1) will expire 30 days after the termination of negotiations. The county shall maintain complete and accurate records of every such appraisal, offer, and counteroffer. For the purposes of this section, the term "option contract" means a proposed agreement by the county to purchase a piece of property, subject to the approval of the local governing body at a public meeting after 30 days' public notice. The county will not be under any obligation to exercise the option unless the option contract is approved by the governing body at the public hearing specified in this section.

(b) If the exemptions provided in this section are utilized, the governing body shall obtain at least one appraisal by an appraiser approved pursuant to s. 253.025(6)(b) for each purchase in an amount of not more than \$500,000. For each purchase in an amount in excess of \$500,000, the governing body shall obtain at least two appraisals by appraisers approved pursuant to s. 253.025(6)(b). If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by an extraordinary vote. The governing body may, by ordinary vote, exempt a purchase in an amount of \$100,000 or less from the requirement for an appraisal.

(c) Notwithstanding the provisions of this section, any county that does not choose with respect to any specific purchase to utilize the exemptions from s. 119.07(1) provided in this section may follow any procedure not in conflict with the provisions of chapter 119 for the purchase of real property which is authorized in its charter or established by ordinance.

(2) Nothing in this section shall be interpreted as providing an exemption from, or an exception to, s. 286.011.

**History.**--s. 1, ch. 84-298; s. 1, ch. 87-60; s. 1, ch. 88-315; s. 32, ch. 90-360; s. 8, ch. 94-240; s. 44, ch. 96-406.

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