

RESOLUTION NO. 2002- 65

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING CERTAIN PURCHASE AND SALE AGREEMENTS FOR PROPERTY NEEDED FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT TO IMPROVE THE DRAINAGE IN WEST AUGUSTINE.**

**RECITALS**

**WHEREAS**, the owner of certain property at Flagler Village Apartments and the owner of lots in Sunrise Park have executed and presented to the County the Purchase and Sale Agreements in substantially the form attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof; and

**WHEREAS**, the owner of Flagler Village Apartments has agreed to sell a Perpetual Easement in substantially the form attached hereto as Exhibit "C", incorporated by reference and made a part hereof, for the appraised value of \$23,400.00; and

**WHEREAS**, the owner of the lots in Sunrise Park has agreed to sell his property in the amount of \$30,000.00; and

**WHEREAS**, the County's Engineering Consultant, CGS Consulting Engineers, Inc., has identified this area as the most desirable location for the retention pond for the CDBG Project; and

**WHEREAS**, the County has contributed \$150,000.00 to the CDBG Project and this is the money to be used for land acquisition.

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

1. All the above Recitals are hereby adopted as findings of fact.
2. The Board hereby approves the terms of the Purchase and Sale Agreements and authorizes the County Administrator to execute the Agreements in substantially the form attached hereto.
3. The Clerk is instructed to file the original Purchase and Sale Agreements and record the Perpetual Easement, attached hereto as Exhibit "C" and mail executed copies of this Resolution, Agreements, and the Easement to the Sellers as defined in the Agreements.

4. The Administrator is authorized to take action to close these Agreements and complete the purchases upon compliance with Florida Statute 125.355 and all terms of the Agreements with monies for such purchases coming from appropriate budgeted source.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 16<sup>th</sup> day of April, 2002.

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

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

**ATTEST:** Cheryl Strickland, Clerk

By: Patricia DeGrade  
Deputy Clerk

RENDITION DATE 04-18-02



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 FLAGLER VILLAGE PARTNERSHIP, a Florida General Partnership, whose address is 2676 US 1 South, St. Augustine, Florida 32086 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing an easement on a portion of the 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 easement rights to the property, shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for a retention pond that is required by the CDBG to improve drainage in West Augustine; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$23,400.00, 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	\$23,400.00
<b>TOTAL PURCHASE PRICE</b>		<b>\$23,400.00</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 Easement an policy of title insurance in the amount of the

Purchase Price, insuring Buyer's easement rights 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 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) Independent Title of St. Augustine, 2676 US 1 South, St. Augustine, FL 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, Independent Title of St. Augustine, 2676 US 1 South, St. Augustine, FL 32086, on or before ninety days (90) from the date of this contract ("Closing Date"), TIME BEING OF THE ESSENCE.

5. 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.

6. 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 non-exclusive Perpetual Easement conveying easement rights 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 easement rights 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.

A handwritten signature in black ink, appearing to be 'M.W.', is located in the bottom right corner of the page.

7. Closing Expenses. Seller shall pay the cost of the title policy issued pursuant to the Commitment, the cost of recording the non-exclusive Perpetual Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

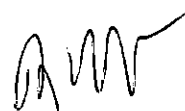
8. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects 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.

9. 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.

10. 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.

11. 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 Perpetual Easement.

12. 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.



13. 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.

14. 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.

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 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.

19. Project. It is the intention hereof that the seller will convey to the County a perpetual easement as described in and to said property hereinafter described, for all purposes consistent with the flood control project in the CDBG (Community Development Block Grant), or any changes, additions or modifications that may hereafter be made therein, and also the perpetual right to take and use materials, as well as all other right incident to such flood control project, or any changes, additions or modifications thereof, over, upon and across said property hereinafter described.

Selien: Flagler Village Partnership  
Robert Graubard  
2676 US 1 South  
St. Augustine, FL 32086

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

Escrow Agent: Independent Title Company  
2676 US 1 South  
St. Augustine, Florida 32086

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 Buyer.

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.

SELLER:  
FLAGLER VILLAGE PARTNERSHIP

Craig Herzog  
Witness Name Craig Herzog

Robert Graubard Date: April 2002  
ROBERT GRAUBARD, its General Partner

Debbie Taylor  
Witness Name Debbie Taylor

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by **ROBERT GRAUBARD**, its General Partner, of **FLAGLER VILLAGE PARTNERSHIP** Grantor. He is personally know to me or has produced a driver's license \_\_\_\_\_ as identification.

Craig Herzog  
Notary



**Craig M. Herzog**  
Commission # DD086850  
Expires Jan. 27, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

**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:**  
\_\_\_\_\_

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: Independent Title Company

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

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

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

EXHIBIT "A"

A PARCEL OF LAND IN SECTIONS 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF WOODLAWN STREET, A 30 FOOT RIGHT OF WAY AS NOW ESTABLISHED AND THE NORTH LINE OF CHRISTOPHER STREET, A 30 FOOT RIGHT, NOT OPEN AS NOW ESTABLISHED; THENCE SOUTH 89°56'00" EAST, ALONG SAID NORTH LINE A DISTANCE OF 409.94 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 02°25'48" WEST, 125.59 FEET; THENCE NORTH 04°56'10" WEST, A DISTANCE OF 106.38 FEET; THENCE NORTH 18°47'21" WEST, A DISTANCE OF 111.56 FEET; THENCE NORTH 40°48'21" WEST, A DISTANCE 48.33 FEET; THENCE NORTH 44°01'49" WEST, A DISTANCE OF 77.68 FEET; THENCE NORTH 00°45'22" WEST, TO THE INTERSECTION OF A POINT ON THE CENTERLINE OF A BRANCH RUNNING WEST TO EAST, AS SHOWN ON THE PLAT OF SUNRISE PARK, MAP BOOK 6, PAGE 8, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND A POINT ON THE WEST LINE OF LOT 5, BLOCK 3 OF SAID MAP BOOK AND PAGE, A DISTANCE OF 155 FEET MORE OR LESS; THENCE MEANDER SOUTHEASTERLY ALONG SAID CENTERLINE OF SAID BRANCH, SAID CENTERLINE BEING THE SOUTH LINE ON LOTS 5,4 AND 3, OF SAID BLOCK 3 TO ITS INTERSECTION WITH THE NORTHWEST CORNER OF BLOCK 4, OF SAID MAP BOOK AND PAGE, A DISTANCE OF 211 FEET MORE OR LESS; THENCE SOUTHERLY ALONG THE CENTERLINE OF A BRANCH RUNNING NORTH AND SOUTH, SAID BRANCH BEING THE WESTERLY LINE ON SAID BLOCK 4, TO A POINT ON A CURVE, SAID CURVE ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 366 FEET MORE OR LESS, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,482.69 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT OF WAY, AN ARC DISTANCE OF 47.79 FEET, THROUGH A CENTRAL ANGLE OF 01°50'48", TO A POINT OF SPIRAL CURVE, SAID CURVE BEING SUBTEND BY A CHORD BEARING AND DISTANCE OF SOUTH 07°57'04" WEST, 47.79 FEET; THENCE CONTINUE SOUTHERLY, ON SAID WESTERLY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY, ON A SPIRAL CURVE CONCAVE EASTERLY, A CHORD BEARING OF SOUTH 05°02'40" WEST AND A CHORD DISTANCE OF 102.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CHRISTOPHER STREET; THENCE NORTH 89°56'00" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 9.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A 30 FOOT WIDE DRAINAGE EASEMENT TO THE STATE ROAD DEPARTMENT- PARCEL NO. 197.1 AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 674, ST. JOHNS COUNTY, FLORIDA.

CONTAINING 31,958 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

EXHIBIT "B" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of MARCH 21, 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 **ROBERT LEE ADAMS**, whose address is 827 W. CITRON STREET, CORONA, CA 92882 ("Seller").

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing a portion of the properties 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, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the acquisition of property required for the St. Augustine Drainage Improvements, West St. Augustine; and

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

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$30,000.00 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)	\$3,000.00
(ii) Cash to Close	Closing Day	\$27,000.00
<b>TOTAL PURCHASE PRICE</b>		<b>\$30,000.00</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 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 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, 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) Independent Title, 2676 US 1 South, 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, Independent Title, 2676 US 1 South, St. Augustine, Florida 32086, on or before 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 2001 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 documentary stamps on the deed, all of the expenses in connection with this transaction. Each party shall be responsible for their own attorney's fees if applicable.

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 damages to the extent allowed by Florida law.

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(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 and Seller may sue for damages or specific performance, to the extent allowed by Florida law, 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: Robert Lee Adams  
827 W. CITRON STREET  
CORONA, CA 92882

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

Escrow Agent: Independent Title  
2676 US 1 South  
St. Augustine, Florida 32086

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. 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.

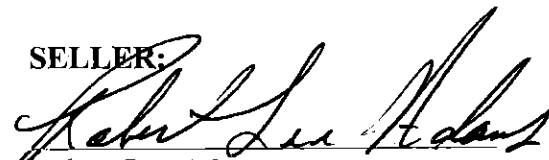
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

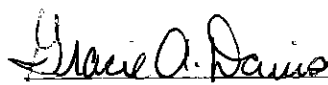
**BUYER:**  
**ST. JOHNS COUNTY, FLORIDA**

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

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

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

**SELLER:**  
  
\_\_\_\_\_  
Robert Lee Adams

  
\_\_\_\_\_  
Witness Name GRACIE A. DAVIS

  
\_\_\_\_\_  
Witness Name AUJEANAE M. GATEWOOD

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: Independent Title  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit "A"

Lots 1 through 5, Block 3 and all of Block 4, Sunrise Park, according to map or plat thereof recorded in Map Book 6, page 8, of the public records of St. Johns County, Florida.

EXHIBIT "C" TO RESOLUTION

**PERPETUAL EASEMENT**

**THIS EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by **FLAGLER VILLAGE PARTNERSHIP**, a Florida General Partnership, Grantor to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, Grantee.

**WITNESSETH**

**THAT**, Grantor, for and in consideration of the sum of Ten and no/100's Dollar (\$10.00) in hand paid by Grantee, receipt of which is hereby acknowledged, has granted and bargained to Grantee, its successors and assigns forever, a Perpetual Non-Exclusive Easement for the construction and maintenance of a retention pond located on the following described real property situate in St. Johns County, Florida, to wit:

**PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO**

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set hand and seal the day and year first above written.

**FLAGLER VILLAGE PARTNERSHIP,  
A Florida General Partnership**

**By:** \_\_\_\_\_  
**ROBERT GRAUBARD, its General Partner**

**Signed, Sealed and delivered  
In the presence of:**

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

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

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

I hereby certify that on this day before me, the undersigned, personally appeared **ROBERT GRAUBARD, its General Partner of FLAGLER VILLAGE PARTNERSHIP**, St. Johns County, Florida, and known to be the person described in and who executed the foregoing instrument freely and voluntarily as such partner for the use and purposes therein mentioned.

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Notary Public

EXHIBIT "A"

A PARCEL OF LAND IN SECTIONS 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF WOODLAWN STREET, A 30 FOOT RIGHT OF WAY AS NOW ESTABLISHED AND THE NORTH LINE OF CHRISTOPHER STREET, A 30 FOOT RIGHT, NOT OPEN AS NOW ESTABLISHED; THENCE SOUTH 89°56'00" EAST, ALONG SAID NORTH LINE A DISTANCE OF 409.94 FEET TO THE POINT OF BEGINNING.

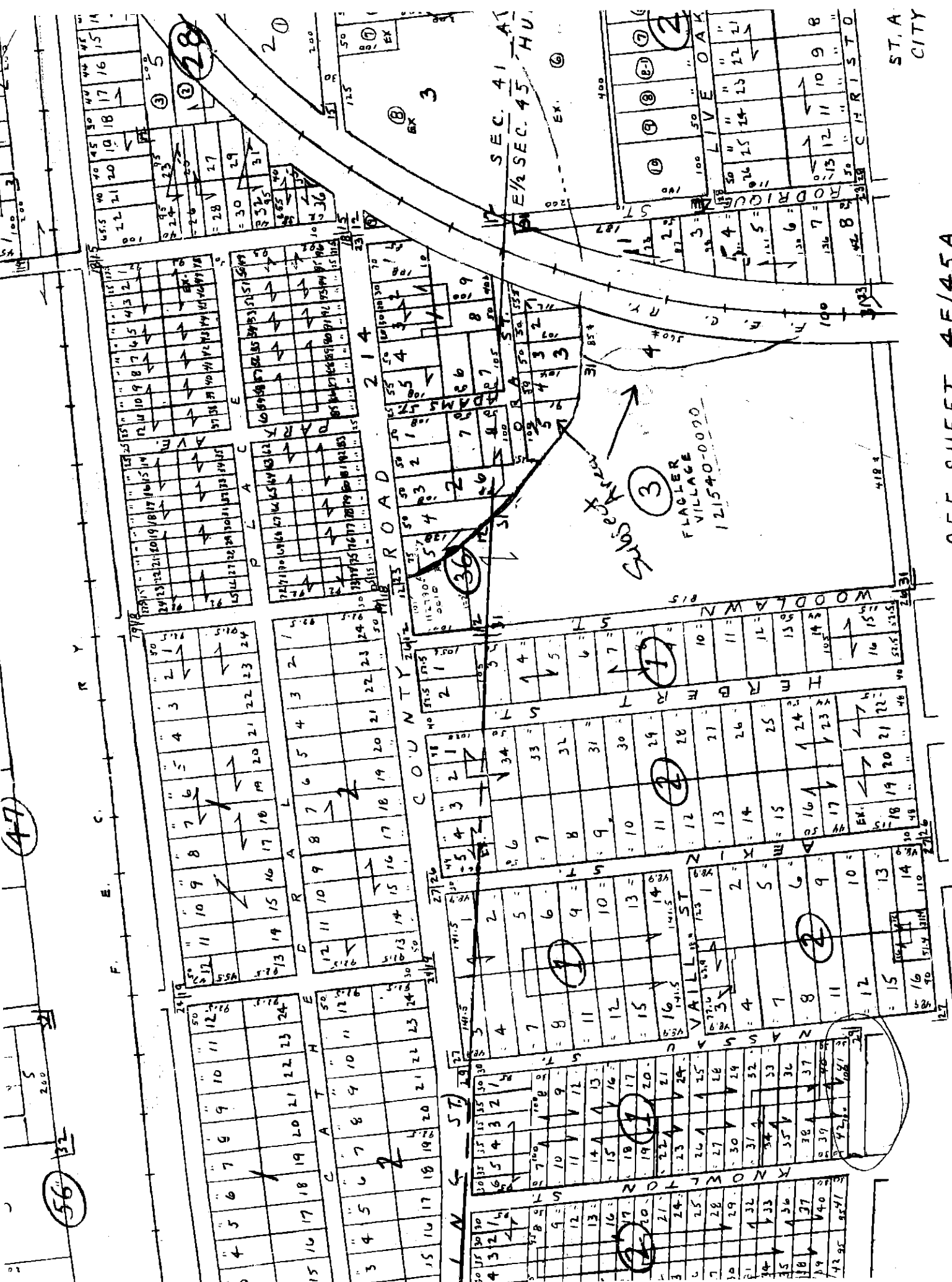
THENCE NORTH 02°25'48" WEST, 125.59 FEET; THENCE NORTH 04°56'10" WEST, A DISTANCE OF 106.38 FEET; THENCE NORTH 18°47'21" WEST, A DISTANCE OF 111.56 FEET; THENCE NORTH 40°48'21" WEST, A DISTANCE 48.33 FEET; THENCE NORTH 44°01'49" WEST, A DISTANCE OF 77.68 FEET; THENCE NORTH 00°45'22" WEST, TO THE INTERSECTION OF A POINT ON THE CENTERLINE OF A BRANCH RUNNING WEST TO EAST, AS SHOWN ON THE PLAT OF SUNRISE PARK, MAP BOOK 6, PAGE 8, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND A POINT ON THE WEST LINE OF LOT 5, BLOCK 3 OF SAID MAP BOOK AND PAGE, A DISTANCE OF 155 FEET MORE OR LESS; THENCE MEANDER SOUTHEASTERLY ALONG SAID CENTERLINE OF SAID BRANCH, SAID CENTERLINE BEING THE SOUTH LINE ON LOTS 5,4 AND 3, OF SAID BLOCK 3 TO ITS INTERSECTION WITH THE NORTHWEST CORNER OF BLOCK 4, OF SAID MAP BOOK AND PAGE, A DISTANCE OF 211 FEET MORE OR LESS; THENCE SOUTHERLY ALONG THE CENTERLINE OF A BRANCH RUNNING NORTH AND SOUTH, SAID BRANCH BEING THE WESTERLY LINE ON SAID BLOCK 4, TO A POINT ON A CURVE, SAID CURVE ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 366 FEET MORE OR LESS, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,482.69 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT OF WAY, AN ARC DISTANCE OF 47.79 FEET, THROUGH A CENTRAL ANGLE OF 01°50'48", TO A POINT OF SPIRAL CURVE, SAID CURVE BEING SUBTEND BY A CHORD BEARING AND DISTANCE OF SOUTH 07°57'04" WEST, 47.79 FEET; THENCE CONTINUE SOUTHERLY, ON SAID WESTERLY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY, ON A SPIRAL CURVE CONCAVE EASTERLY, A CHORD BEARING OF SOUTH 05°02'40" WEST AND A CHORD DISTANCE OF 102.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CHRISTOPHER STREET; THENCE NORTH 89°56'00" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 9.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A 30 FOOT WIDE DRAINAGE EASEMENT TO THE STATE ROAD DEPARTMENT- PARCEL NO. 197.1 AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 674, ST. JOHNS COUNTY, FLORIDA.

CONTAINING 31,958 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

47

56



SEE SHEET 4E/45A

ST. A  
CITY