

RESOLUTION NO. 2004- 238

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY KNOWN AS CORNERSTONE PARK.**

**RECITALS**

**WHEREAS**, because of the proposed relocation of the New Beginnings Baptist Church and their request for bids from developers and others for their property as shown on the map in the Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the property is approximately 19 acres and St. Johns County has leased the back 13 acres since 1993 for an active recreation park with ball fields;

**WHEREAS**, the front 6 acres where the church and educational buildings are located could be used for a future Annex and community building; and

**WHEREAS**, an appraisal performed by Crenshaw Williams Appraisal Company was completed July 7, 2004 with an appraised value of \$9,000,000. for the 19.12+/- acres; and

**WHEREAS**, adoption of this Resolution will enable County staff to formally present this offer of \$8,900,000. and it is in the best interest of the County to acquire this property for the citizens in this area.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:


**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the County Administrator to execute the Purchase and Sale Agreement and formally present this offer to New Beginnings Baptist Church.

**Section 3.** The Clerk is instructed to file the original Purchase and Sale Agreement.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15<sup>th</sup> day of September, 2004.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Karen R. Stern, Chairman

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 9-17-04



DRAFT

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2004, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (“Buyer”) and **NEW BEGINNINGS BAPTIST CHURCH**, P.O. Box 309, Ponte Vedra Beach, Florida 32004 (“Seller”).

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 19 acres for a public park. The property is 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 **\$8,000,000.00** for the property needed for the public park. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit	30 days after approval	<b>\$ 800,000.00</b>
(ii) Cash to Close	Closing Day	<b>\$7,200,000.00</b>

**TOTAL PURCHASE PRICE** **\$8,000,000.00**

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

2. Title Evidence.

(a) Seller agrees, at its sole option and expense, to take all reasonable action to obtain within 60 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 business 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**, 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. Escrow Agent shall open a separate interest bearing escrow account and any interest accruing on the deposit shall be applied to the purchase price.

(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, 93A Orange Street, St. Augustine, Florida 32086, twelve (12) months from the date of this Agreement ("Closing Date"), Seller may extend this Closing Date up to six (6) additional months with a forty-five (45) day prior written notification to Buyer. TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2004 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. Seller 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 business 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 180 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 for any reason, 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 States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller:           **NEW BEGINNINGS BAPTIST CHURCH**  
P.O. Box 309  
Ponte Vedra Beach, FL 32004

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

Escrow Agent: **Associated Land Title**  
93A Orange Street  
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. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

24. Funding Source. The funding source for this project will be Sales Tax Revenue Bonds Series #2004A. Should funds not be available from this source this Agreement shall automatically terminate.

25. Lease Back Provision. The Buyer agrees to lease to the Seller the Church and Educational buildings with appropriate parking for a period of two (2) years from the Closing Date for \$1.00 per year. The Seller agrees, at its expense to keep and maintain the buildings and premises in good sanitary and neat order, condition and repair and make all repairs, replacements or renewals of any kind to the premises that are required. Seller agrees to pay for all utilities used in connection with the premises and to maintain liability insurance in the amount of One million (\$1,000,000) dollars and name the Buyer as additional insured. The Seller agrees to maintain hazard and flood insurance on the buildings in an amount not less than the full replacement value of such improvements. The Seller agrees to enter into a Lease Agreement that will more fully describe the responsibilities and obligations (including the above provisions) of the Buyer and Seller during the Lease term.

26. Seller Contingency. Notwithstanding any other provision in this Purchase and Sale Agreement the parties agree that this Agreement can be cancelled by the Seller without penalty if the Seller cannot purchase or lease a suitable new location for its ministerial purposes within the time frame contemplated in this Agreement. (Twelve months from the Effective Date plus any added extensions.)

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

**SELLER:**  
**New Beginnings Baptist Church**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

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

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

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

**Ben W. Adams, Jr.  
County Administrator**

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

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

## EXHIBIT "A"

### PARCEL "A"

A part of the Moses E. Levy Grant, Section 45, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a point of beginning, commence at the intersection of the North line of said Moses E. Levy Grant with the Southwesterly right of way line of Ponte Vedra Bypass Road (State Road A-1-A); thence South 50 degrees 53 minutes 20 seconds East, along said Southwesterly right of way line of Ponte Vedra Bypass Road, a distance of 352.18 feet; thence South 70 degrees 56 minutes 12 seconds West parallel with said North line of Moses E. Levy Grant, a distance of 1406.73 feet to the Westerly line of said Moses E. Levy Grant, the same being the Easterly line of Section 10; thence North 41 degrees 25 minutes 30 seconds West, along said Westerly line of Moses E. Levy Grant, a distance of 128.25 feet; thence North 10 degrees 34 minutes 55 seconds West along said Westerly line of Moses E. Levy Grant a distance of 182.62 feet to the North line of said Moses E. Levy Grant; thence North 70 degrees 56 minutes 12 seconds East, along said North line of Moses E. Levy Grant and along the South line of Government lots 9 and 10 of said Section 10, a distance of 1242.87 feet to the point of beginning. The above described land is also known as the North 300 feet of the Moses E. Levy Grant Section 45, Township 4 South, Range 29 East, lying West of Ponte Vedra Bypass Road.

### PARCEL "B"

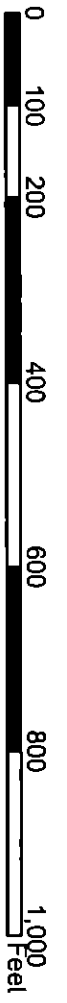
A part of the Moses E. Levy Grant, Section 45, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a point of reference commence at the intersection of the North line of said Moses E. Levy Grant with the Southwesterly right of way line of Ponte Vedra Bypass Road (State Road A-1-A); thence South 50 degrees 53 minutes 20 seconds East along said Southwesterly right of way line of Ponte Vedra Bypass Road a distance of 352.18 feet to the point of beginning; thence continue South 50 degrees 53 minutes 20 seconds East along said Southwesterly right of way line of Ponte Vedra Bypass Road, a distance of 352.18 feet; thence South 70 degrees 56 minutes 12 seconds West, parallel with the North line of said Moses E. Levy Grant, a distance of 1469.35 feet to the Westerly line of said Moses E. Levy Grant, being the Easterly line of Section 10; thence North 41 degrees 25 minutes 30 seconds West, along said Westerly line of Moses E. Levy Grant, a distance of 323.57 feet; thence North 70 degrees 56 minutes 12 seconds East, parallel with said North line of Moses E. Levy Grant, a distance of 1406.73 feet to the point of beginning. The above described land is also known as the South 300 feet of the North 600 feet of the Moses E. Levy Grant, Section 45, Township 4 South, Range 29 East, lying West of Ponte Vedra Bypass Road.



# Cornerstone Park/New Beginnings Church Parcel

St. Johns County  
 Real Estate Division  
 (904) 823-2745  
 August 30, 2004



DISCLAIMER  
 This map is for reference use only.  
 Data provided are derived from multiple  
 sources with varying levels of accuracy.

