

**RESOLUTION NO. 2005-362**

**A RESOLUTION AMENDING AND SUPPLEMENTING ST. JOHNS COUNTY RESOLUTION NO. 2005-186 ADOPTED JULY 12, 2005, ENTITLED: "A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT FOR SALE AND PURCHASE TO PURCHASE APPROXIMATELY 33.7 ACRES OF PROPERTY LOCATED ON THE INTRACOASTAL WATERWAY KNOWN AS CANOPY SHORES FROM THE TRUST FOR PUBLIC LAND, A CALIFORNIA NON-PROFIT CORPORATION; AND AUTHORIZING THE EXPENDITURES OF FUNDS FOR THIS ACQUISITION;" FOR THE PURPOSE OF CLARIFYING AND DOCUMENTING CERTAIN TERMS OF THE ACQUISITION; AUTHORIZING THE EXECUTION OF AN ADDENDUM AGREEMENT RELATING TO THE ACQUISITION; AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE ACQUISITION.**

**RECITALS**

**WHEREAS**, the Board of County Commissioners (the "Board") of St. Johns County, Florida (the "County"), may purchase property that serves a County public purpose; and

**WHEREAS**, on November 3, 2004, the Board approved Resolution No. 2004-335 approving the terms of a Grant Contract Agreement between the County and Florida Communities Trust ("FCT") for joint acquisition of Canopy Shores (the "Property"); and

**WHEREAS**, on February 9, 2005, The Trust for Public Land ("TPL") advised the Board that TPL had a contract to acquire the Property and TPL intended to close on the acquisition on April 15, 2005, hold the Property to sell to the County when the FCT grant moneys became available and collect from the County a holding cost of approximately \$212,500 based on a 9 month holding period; and

**WHEREAS**, on July 12, 2005, the Board adopted Resolution No. 2005-186 (the "Approving Resolution") authorizing the execution of an Option Agreement for Sale and Purchase among the County, FCT and TPL (the "Option Agreement"), which Approving Resolution referenced payment of holding costs; and

**WHEREAS**, the Option Agreement executed by the parties did not include any provision providing for the payment of holding costs or confirming the understanding of the parties regarding the amount of such holding costs; and

**WHEREAS**, the Board and TPL desire to execute an Addendum Agreement and amend the Approving Resolution to clarify and document the amount of the holding costs payable by the County to TPL in connection with the County's acquisition of the Property in the manner hereinafter provided; and

**WHEREAS**, the Addendum Agreement (the "Addendum") clarifying and documenting the amount of such holding costs is attached hereto as Exhibit "A"; and

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

1. The above Recitals are hereby incorporated herein by reference and adopted as findings of fact in support of this Resolution.
2. The sixth WHEREAS clause of the Approving Resolution is hereby amended to read in its entirety as follows:

“WHEREAS, the purchase price of the Property set forth in the OPTION AGREEMENT FOR SALE AND PURCHASE hereinafter described is \$8,800,000.00 and two appraisals have been ordered to support the purchase price; and”

3. The Board hereby approves the Addendum and the County Administrator is hereby authorized to execute the Addendum substantially in the form as attached and incorporated herein by reference on behalf of the Board and the County upon execution of the Addendum by the other party thereto and to take other reasonable action to facilitate and close the purchase of the Property in accordance to the terms of the Option Agreement and the Addendum.
4. The payment of the holding costs specified in the Addendum is appropriated from the Sales Tax Bond money for the purpose of acquiring the Property.
5. All other resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict. Except as hereby amended and supplemented, the Approving Resolution shall remain in full force and effect.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this fifteenth day of November 2005.

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

By: James L. Bryant  
Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Debra L. Platt  
Deputy Clerk

RENDITION DATE 11/17/2005



Exhibit "A"

Addendum Agreement

## ADDENDUM AGREEMENT

This Addendum Agreement is made this \_\_\_\_ day of November, 2005, between **THE TRUST FOR PUBLIC LAND**, a nonprofit California corporation, as ("Seller"), and **ST. JOHNS COUNTY**, a political subdivision within the State of Florida, as ("Local Government").

WHEREAS, Seller and Local Government entered into that Option Agreement for Sale and Purchase (the "Agreement") among Seller, Local Government and Florida Communities Trust, a nonregulatory agency within the Department of Community Affairs, as ("Acquiring Agency"), with an effective date of August 17, 2005, for property located in St. Johns County, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS Seller has assisted Local Government in acquiring the Property for public use; and

WHEREAS Seller and Local Government understood that Local Government would pay Seller for certain holding costs during the period of Seller's ownership, as evidenced by the materials presented by Seller to Local Government's Board of County Commissioners (the "Board") at the Board's February 9, 2005 meeting and Resolution No. 2005 - 186 adopted by the Board on July 12, 2005; and

WHEREAS the Agreement did not memorializing such payment and did not confirm the understanding of the parties regarding the amount of such holding costs; and

WHEREAS Seller and Local Government are desirous of executing an agreement to clarify and document the amount of the holding costs;

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration by Seller to Local Government, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. At the time of closing on the conveyance of the Property from Seller to Local Government as set forth in the Agreement, Local Government shall pay Seller holding costs in an amount equal to 6% per annum (based on a 365 day year for actual number of days elapsed) on the amount \$4.8 million (i.e. \$789.04 per day), beginning from April 22, 2005, the date Seller purchased the Property, until the date of closing.

2. The parties agree that such reimbursement is the sole obligation of the Local Government and Acquiring Agency has no obligation or responsibility for such reimbursement.

IN WITNESS WHEREOF, each party hereto has caused this Addendum Agreement to be executed and sealed by its duly authorized signatories on the dates set forth below.

**REMAINDER OF PAGE DELIBERATELY LEFT BLANK**

**SELLER**

**THE TRUST FOR PUBLIC LAND, a  
California non-profit corporation**

BY: *Gregory J A Chelius*  
**Gregory J A Chelius, Florida State Director**  
Title: Florida State Director

F.E.I.D. No. 23-7222333

11-3-05  
Date signed by Seller

*[Signature]*  
Witness as to Seller  
*[Signature]*  
Witness as to Seller

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of NOVEMBER 2005, by Gregory J A Chelius, as Florida State Director of The Trust For Public Land, a California non-profit corporation on behalf of said corporation. He is personally known to me.

*[Signature]*  
Notary Public  
(NOTARY PUBLIC SEAL)



**LOCAL GOVERNMENT**

**ST. JOHNS COUNTY, FLORIDA**

\_\_\_\_\_  
Witness as to Local Government

\_\_\_\_\_  
Witness as to Local Government

Approved as to Form and Legality

By: \_\_\_\_\_  
County Attorney

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Clerk or Deputy Clerk)

(OFFICIAL SEAL)

\_\_\_\_\_  
Date signed by Local Government

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_ as \_\_\_\_\_ of **St. Johns County, Florida** on behalf of the **Local Government** who is personally known to me.

(NOTARY PUBLIC)  
SEAL

\_\_\_\_\_  
Notary Public  
(NOTARY PUBLIC SEAL)

**Exhibit "A"**

**Legal Description**