

RESOLUTION NO. 2008-346

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF ADDITIONAL RIGHT-OF-WAY ALONG LANDRUM LANE.**

**RECITALS**

**WHEREAS**, the owner of property located along Landrum Lane has executed and presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the owner has agreed to sell 2.76 acres of land for \$26,000.00 along Landrum Lane needed for additional right-of-way to provide access to adjacent parcels of land and for future drainage improvements; and

**WHEREAS**, it is in the best interest of the County to purchase the additional right-of-way for the purposes mentioned above; and

**WHEREAS**, to the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to take necessary action to facilitate and close the purchase in accordance with the terms of said agreement.
3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of December, 2008.

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

By: Cyndi Stevenson  
Cyndi Stevenson, Chair



**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 12/4/08

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2008, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **800 ACRE INVESTMENT PARTNERSHIP**, a Florida general partnership, ("Seller"), whose address is P. O. Box 7779, Jacksonville, Florida 32238-0779.

### WITNESSETH:

**WHEREAS**, the County is desirous of purchasing 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 fee simple ownership of the property as described 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 **(\$26,000.00)** The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
Cash to Close	Closing Day	<b>\$26,000.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$26,000.00</b>

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

1. 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.

2. 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,
- (ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number

“FIRPTA” affidavit to be signed by seller.

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) 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.

3. Default. (a) Default by Seller or Buyer. If Seller defaults by performance of any of Seller’s obligations in this Agreement or breaches any warranty or representation, or if the Buyer defaults in the performance of any of Buyer’s obligations in this Agreement, this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

4. 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.

5. 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.

6. 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.

7. 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.

8. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

9. Time. Time is of the essence of all provisions of this Agreement.

10. 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.

11. 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: **800 Acre Investment Partnership,**  
a Florida limited partnership  
P. O. Box 7779  
Jacksonville, Florida 32238-0779

Buyer: **St. Johns County, Florida, a political subdivision  
Of the State of Florida**  
500 San Sebastian View  
St. Augustine, Florida 32084

12. 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.

13. 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.

14. 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.

15. 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.

16. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

17. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

18. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

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

**WITNESSES:**

Dianne Williamson 11-3-08  
 Signature Date  
Dianne Williamson  
 Print  
[Signature] 11-3-08  
 Signature Date  
Armanda Bonce 11-3-08  
 Print

**WITNESSES:**

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print  
 \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

**SELLER:**

**800 ACRE INVESTMENT PARTNERSHIP**,  
a Florida general partnership  
By: Florida Title Group, Inc.,  
its managing general partner

By: [Signature]  
A. L. Burpee, Jr., Vice President  
Date 11/3/08

**BUYER:**

**ST. JOHNS COUNTY, FLORIDA**  
A political subdivision of the  
State of Florida

By: \_\_\_\_\_  
Michael D. Wanchick  
County Administrator  
Date \_\_\_\_\_

**“Exhibit A”**

The exact configuration and boundaries of “The Property” will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of “The Property” this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.