

RESOLUTION NO. 2016- 336

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHN COUNTY, FLORIDA, AUTHORIZING ACCEPTANCE OF AN OFFER TO PURCHASE CERTAIN COUNTY-OWNED PROPERTY THAT WAS DECLARED SURPLUS BY RESOLUTION NO. 2003-9, APPROVING THE PURCHASE AND SALE AGREEMENT, AND AUTHORIZING THE CHAIR TO EXECUTE A COUNTY DEED.**

**RECITALS**

**WHEREAS**, in 1995 the County acquired Tract E-1 located along Island Landing Drive in the Eagle Creek Subdivision for a Utility Treatment Facility. The St. Johns County Utility Department removed this wastewater treatment plant from service in 2001 leaving the property vacant; and

**WHEREAS**, the Utility Department did not anticipate any future operational requirements for the abandoned Utility site, and this property was declared surplus by Resolution No. 2003-9 with the stipulation the property be used for recreation only; and

**WHEREAS**, there has been a written request from the Eagle Creek of St. Augustine Homeowners' Association, Inc. ("HOA"), a Florida not for profit organization, to acquire the property for its market value of \$56,456.00. The HOA's letter, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, indicates the property will be used as a recreational amenity to enrich and benefit the Association members; and

**WHEREAS**, the HOA has executed and submitted to the County a Purchase and Sale Agreement, attached hereto as Exhibit "B," incorporated by reference and made a part hereof, to acquire the property for its market value of \$56,456.000; and

**WHEREAS**, the HOA has requested the mineral reservation be released from the County Deed, as stated in their letter attached hereto as Exhibit "C," incorporated by reference and made a part hereof; and

**WHEREAS**, pursuant to Section 125.38, Florida Statutes, if any organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its Board of County Commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the Board of County Commissioners for a conveyance or lease of such property. Such Board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such Board may fix, regardless of the actual value of such property. The fact of such application being made, the

purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such Board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

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

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

2. It is found that all requirements of Section 125.38 F.S. for a private sale of the property described above have been met and the sale of the property to Eagle Creek of St. Augustine Homeowners' Association, Inc. in the amount of \$56,456.00 is hereby approved by the Board of County Commissioners.

3. The Board of County Commissioners hereby approve the terms of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement and move forward to close this transaction.

4. The Board of County Commissioners hereby approve the terms of the County Deed and authorizes the Chair to execute said Deed.

5. The Clerk of the Court of St. Johns County is instructed to file the original Purchase and Sale Agreement in the Clerk's Office and record the original County Deed in the Public Records of St. Johns County, Florida.

6. To the extent that there are typographical and/or administrative 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.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 1<sup>st</sup> day of November, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 11/3/16



EXHIBIT "A" TO RESOLUTION

**Eagle Creek of St. Augustine Homeowners Association, Inc.**  
c/o Jacobs, Jacobs and Associates, Inc.  
461 A1A Beach Boulevard  
St. Augustine, FL 32080

August 8, 2016

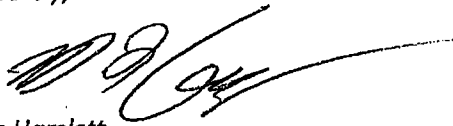
*The Board of County Commissioners  
Of St. Johns County, Florida*

RE: Strap: 0745310002

*The Board of Directors of Eagle Creek of St. Augustine Homeowners' Association, Inc. ("Association") is submitting an offer to purchase Strap: 0745310002 on Tract E of the Eagle Creek Subdivision located on Island Landing Drive. The Association intends to use the Parcel as a recreational amenity to enrich and benefit the Association members.*

*The Association offers the market value of \$56,456.00. This offer is contingent upon 90 day due diligence period.*

Sincerely,



Rob Hamlett  
President of the Board of Directors  
EAGLE CREEK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC.

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2016 by and between **EAGLE CREEK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC.** ("Buyer"), whose address is 461 A1A Beach Boulevard, St. Augustine, Florida 32080 and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Seller").

**WITNESSETH:**

**WHEREAS**, the Buyer is desirous of purchasing property owned by the County and the County 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 Tract E-1 Eagle Creek Subdivision, 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. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is Fifty Six Thousand Four Hundred Fifty Six Dollars (**\$56,456.00**). Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (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 ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if 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 or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have ninety (90) days from the date it receives the Title Notice within which to cure such defect or denial (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 or denial, 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.

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, ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US Highway 1 S, St. Augustine, Florida 32086, on or before one hundred twenty (120) 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 2016 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 County 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, 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 and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing and property taxes to day of closing. 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 one-hundred twenty (120) 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. 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. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

19. 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.

20. 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.

Buyer: **Eagle Creek of St. Augustine Homeowners' Association, Inc.**  
**461 A1A Beach Boulevard**  
**St. Augustine, Florida 32080**

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

21. 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.

22. 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.

23. Commission Dues. Seller agrees no real estate commission is owed as a result of this transaction.

24. 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.

25. 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.

26. 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.)

27. 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.

28. 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.

29. Eagle Creek of St. Augustine Homeowners' Association, Inc. Approval. This Agreement is subject to the approval of the Board of Directors of the Association authorizing the purchase of the property and the ability to obtain a mortgage to purchase the property.

30. As-is Purchase. Buyer agrees this is an as-is purchase and that Eagle Creek of St. Augustine Homeowners' Association, Inc. will be responsible for any amendments to the land use/zoning that may be needed in the future.

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

WITNESSES:

BUYER:  
EAGLE CREEK OF ST. AUGUSTINE  
HOMEOWNERS' ASSOCIATION, INC.

Penny Chamberlain 9-30-16  
Signature Date

Penny Chamberlain  
Print Name

Terry Laughlin 9/30/16  
Signature Date

TERRY LAUGHLIN  
Print Name

[Signature] 1205 K...  
By: \_\_\_\_\_ Date 9/20/16  
Its: President

**WITNESSES:**

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

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

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

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

**ATTEST:** Hunter S. Conrad , Clerk

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

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

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

Legally Sufficient:

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

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

**EXHIBIT "A"**

TRACT E-1, OF EAGLE CREEK, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 28, PAGE 110, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (THE "PROPERTY").

**EXHIBIT "B"**

1. Taxes and assessments, if any, accruing subsequent to the date hereof.
2. Requirements of Ordinance No. 85-21, recorded in Official Records Book 669, Page 1186, public records of St. Johns County, Florida.
3. Requirements of Ordinance No. 85-81, recorded in Official Records Book 688, Page 913, public records of St. Johns County, Florida.
4. Plat of Eagle Creek of St. Augustine recorded in Map Book 28, Page 110, public records of St. Johns County, Florida.
5. Applicable zoning and other governmental regulations.

EXHIBIT "C" TO RESOLUTION

**Eagle Creek of St. Augustine Homeowners Association, Inc.**  
c/o Jacobs, Jacobs and Associates, Inc.  
461 A1A Beach Boulevard  
St. Augustine, FL 32080

September 29, 2016

St. Johns County Board of County Commissioners  
c/o Sheri Lewis, Real Estate Coordinator  
St. Johns County  
Land Management Systems  
500 San Sebastian View  
St. Augustine, Florida 32084

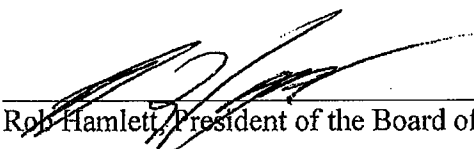
RE: Parcel Identification No.: 074531-0002

Dear County Commissioners,

With regard to Eagle Creek of St. Augustine's offer to purchase the St. Johns County surplus property located in the Eagle Creek subdivision, I am requesting that the reserved interest in all phosphate, minerals, metals and petroleum normally contained in the County Deed be withheld. This type of reservation creates a cloud on the title which could prevent the HOA from obtaining financing and/or developing the property.

Sincerely,

Eagle Creek of St. Augustine Homeowners' Association, Inc.

  
\_\_\_\_\_  
Rob Hamlett, President of the Board of Directors

This Instrument Prepared By:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

### COUNTY DEED

**THIS DEED**, made without warranty of title or warranty of method of conveyance, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **EAGLE CREEK OF ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit organization, whose address is 461 A1A Beach Boulevard, St. Augustine, Florida 32080, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations.)

### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

### SEE EXHIBIT "A," ATTACHED HERETO

**The property described in this deed cannot be conveyed to any other entity and must be used for the enrichment and benefit of the Association members. In the event the property is conveyed to another entity, the property will revert back to the County.**

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**THIS COUNTY DEED** is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;

- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

**IN WITNESS WHEREOF** the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

By: \_\_\_\_\_  
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Jeb S. Smith, the Chair of the Board for St. Johns County Board of County Commissioners, on behalf of the Board. He is personally known to me.

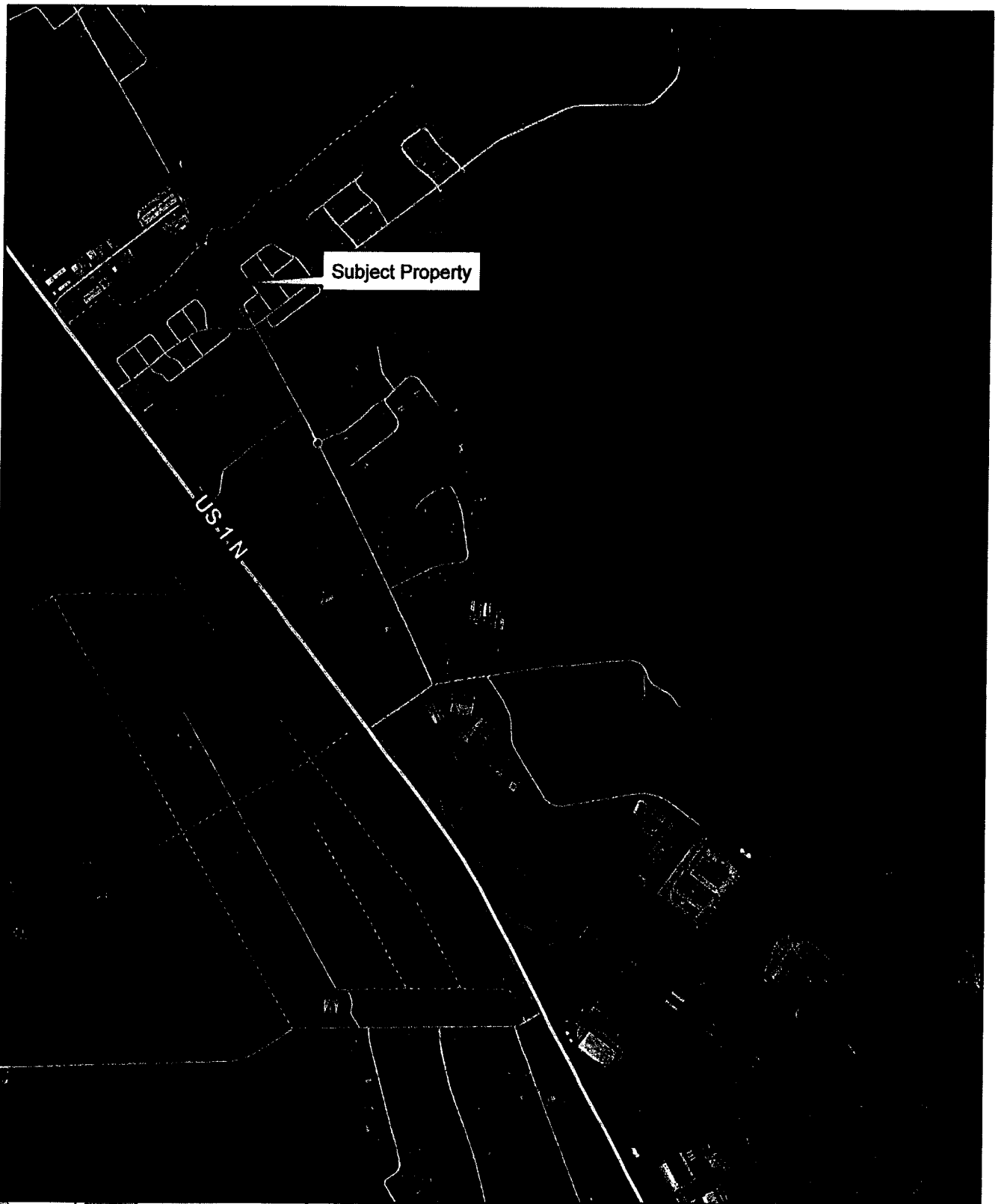
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

**EXHIBIT "A"**

TRACT E-1, OF EAGLE CREEK, ACCORDING TO MAP OR PLAT THEREOF  
RECORDED IN MAP BOOK 28, PAGE 110, PUBLIC RECORDS OF ST. JOHNS COUNTY,  
FLORIDA (THE "PROPERTY").

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4. Plat of Eagle Creek of St. Augustine recorded in Map Book 28, Page 110, public records of St. Johns County, Florida.
5. Applicable zoning and other governmental regulations.



Subject Property

US-1 N



2013 Aerial Imagery  
0 500 1,000  
Feet  
October 5, 2016

**SURPLUS PROPERTY**

*Eagle Creek Subdivision*

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0764

Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate  
Division disclaims all responsibility  
for the accuracy or completeness  
of the data shown hereon.

