

RESOLUTION NO. 2016- 337

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR PROPERTY REQUIRED FOR THE CR210 WIDENING PROJECT OUTSIDE OF THE TWIN CREEKS DRI.

RECITALS

WHEREAS, Prosser, Inc. consultant Engineer, identified property along CR210 from C.E. Wilson Road to the east end of Twin Creeks DRI that's required for the four (4)-lane improvement project; and

WHEREAS, per the Mediated Settlement Agreement, dated April 15, 2015, Twin Creeks DRI and the developer is responsible for constructing this (4) lane section and paying 25% of the total cost of obtaining surveys, appraisals, title insurance and acquisition costs for the overall right-of-way, including any eminent domain costs and the County is responsible for negotiating and acquiring the strips of additional right-of-way for the improvements located outside of the Twin Creeks DRI; and

WHEREAS, this represents the 2nd of the 15 property owners who have executed and now present a Purchase and Sale Agreement for execution by the County. Philip Thomas Cratem, II and Thomas M. Cratem in the amount of \$279,944.00, for fee simple ownership, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, acquiring this property outside of the Twin Creeks DRI boundaries is needed for the construction of turn lanes and the four (4)-laning of CR210 in order for the roadway to comply with applicable provisions of the St. Johns County Land Development Code.

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.

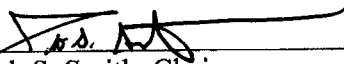
Section 2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute the Agreement and take all steps necessary to move forward to close this transaction.

Section 3. 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.

Section 4. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk Office.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/3/16

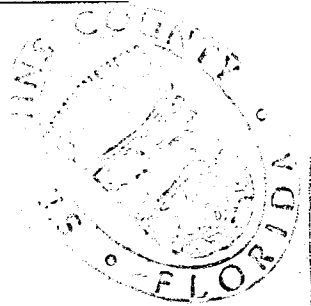


EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2016, 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 PHILIP THOMAS CRATEM, II AS TRUSTEE OF THE PHILIP THOMAS CRATEM, II REVOCABLE TRUST, u/d dated March 5, 2014 as to 1/2 interest whose address is 2229 Smullian Trail North, Jacksonville, Florida 32217 and THOMAS M. CRATEM, Individually or as Trustee of the Cratem Living Trust dated June 29, 2010, both selling non-homestead property whose address is 3832 Villa San Jose Drive, Jacksonville, Florida 32217 ("Sellers").

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 19,996 square feet, the property as shown on 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 Two Hundred Seventy Nine Thousand Nine Hundred Forty Four Dollars (\$279,944.00), 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 thirty (30) days of Commission Approval (hereinafter defined)	\$ 28,000.00
(ii) Cash to Close	Closing Day	\$251,949.60
TOTAL PURCHASE PRICE		\$279,944.00

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

3. Title Evidence.

(a) Buyer agrees, at its 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 and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have sixty (60) 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 60-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 and receiving a return of the Deposit.

4. Identity and Obligation of Escrow Agent.

(a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US Highway 1 S, 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.

5. 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.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2016 taxes at the highest allowable discount.

7. Seller's Representations. Seller represents to Buyer that they own 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.

8. 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 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.

9. 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, and documentary stamps. Seller will pay property taxes to day of closing. Each party shall bear the expense of its own legal counsel.

10. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed if needed. 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.

11. 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. 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. To the extent permissible by Florida law, Buyer agrees to indemnify, defend and hold Seller harmless from and against all losses, costs, damages, claims, liabilities and expenses, including reasonable attorney's fees and costs, caused by Buyer, its officers, employees or agents during performance of any activity associated with the aforesaid right of entry and inspection.

12. 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, except the obligations of Buyer noted in Paragraph 11 above.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

20. 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.

obtained from your county public health unit. (Section 404.056(5), F.S.)

28. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, if both agree 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 requiring 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.

29. 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:

SELLER:

Signature Date

Print Witness Name

Signature Date

Print Witness Name

Date
Philip Thomas Cratem, II, Individually and
as Trustee of the Philip Thomas Cratem, II,
Revocable Trust under Trust
Agreement dated March 5, 2014

Date
Thomas M. Cratem, Individually or as Trustee
of the Cratem Living Trust dated June 29, 2010

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the
State of Florida

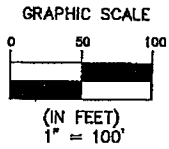
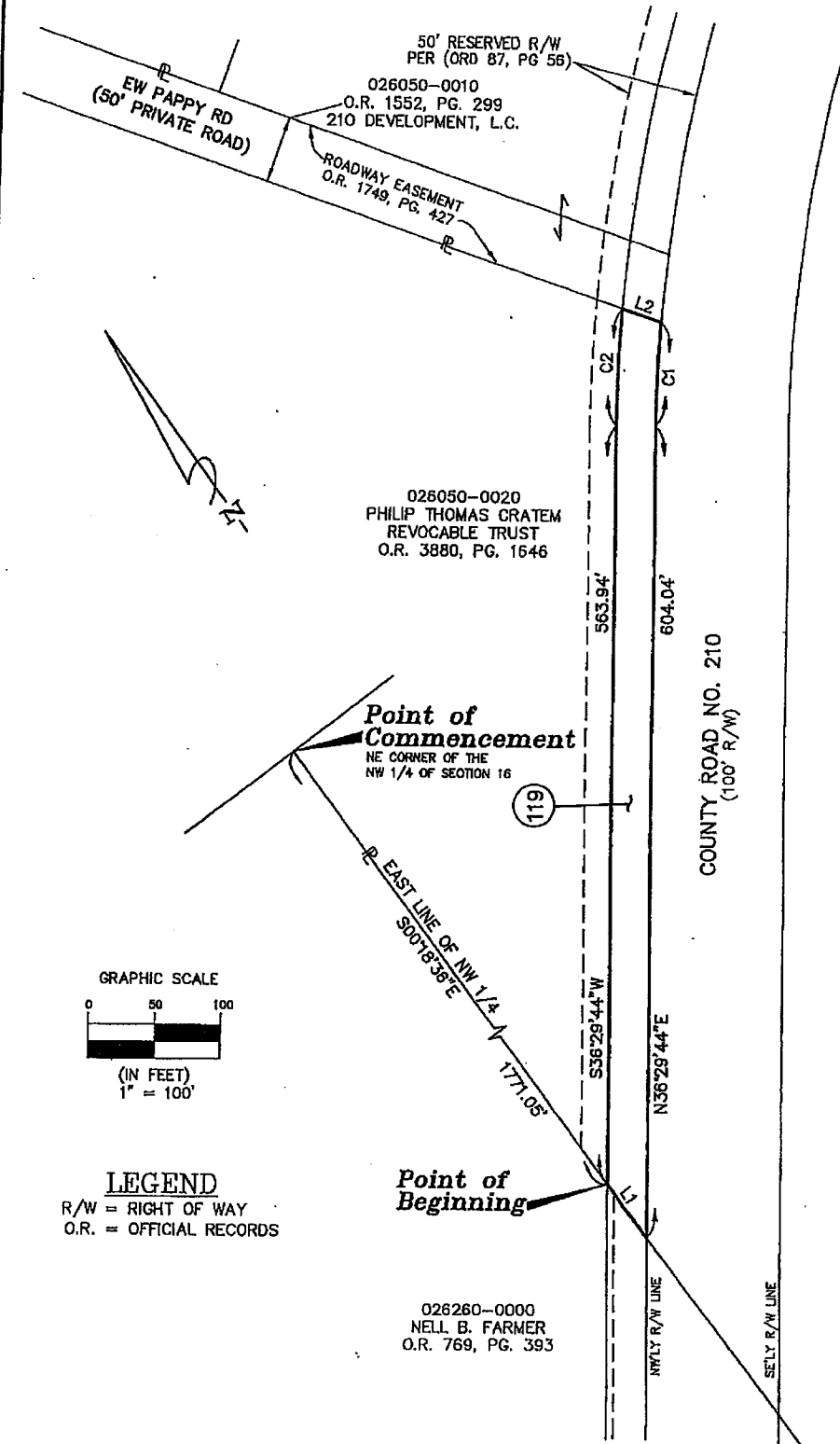
By: _____

Michael D. Wanchick Date
County Administrator

Legally Sufficient:

By: _____
County Attorney Date

MAP SHOWING



LEGEND
R/W = RIGHT OF WAY
O.R. = OFFICIAL RECORDS

PARCEL 119

AMENDED 4-17-16 TO REVISE PARCEL LIMITS

SHEET 1 OF 2

JOB NO. 2014-308
DRAFTER MJC
DATE 2-14-15
SCALE 1"=100'
CHECKED BY: MTN

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON:
THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LS NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 263-2703
WWW.CLARYASSOC.COM

MAP SHOWING

PARCEL 119

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3880, PAGE 1646 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°18'36" EAST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 16, A DISTANCE OF 1771.05 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°18'36" EAST, ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF SECTION 16, A DISTANCE OF 50.07 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 36°29'44" EAST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 604.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1195.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 03°42'42", AN ARC DISTANCE OF 77.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°21'05" EAST, 77.46 FEET; THENCE NORTH 34°31'00" WEST, A DISTANCE OF 31.07 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1225.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 04°05'39", AN ARC DISTANCE OF 87.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°32'34" WEST, 87.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36°29'44" WEST, A DISTANCE OF 563.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,996 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.07'	S00°18'36"E
L2	31.07'	N34°31'00"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	77.47'	1195.92'	3°42'42"	77.46'	N38°21'05"E
C2	87.60'	1225.92'	4°05'39"	87.58'	S38°32'34"W

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, AS N36°29'44"E.
2. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
3. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

AMENDED 4-17-15 TO REVISE PARCEL LIMITS

SHEET 2 OF 2

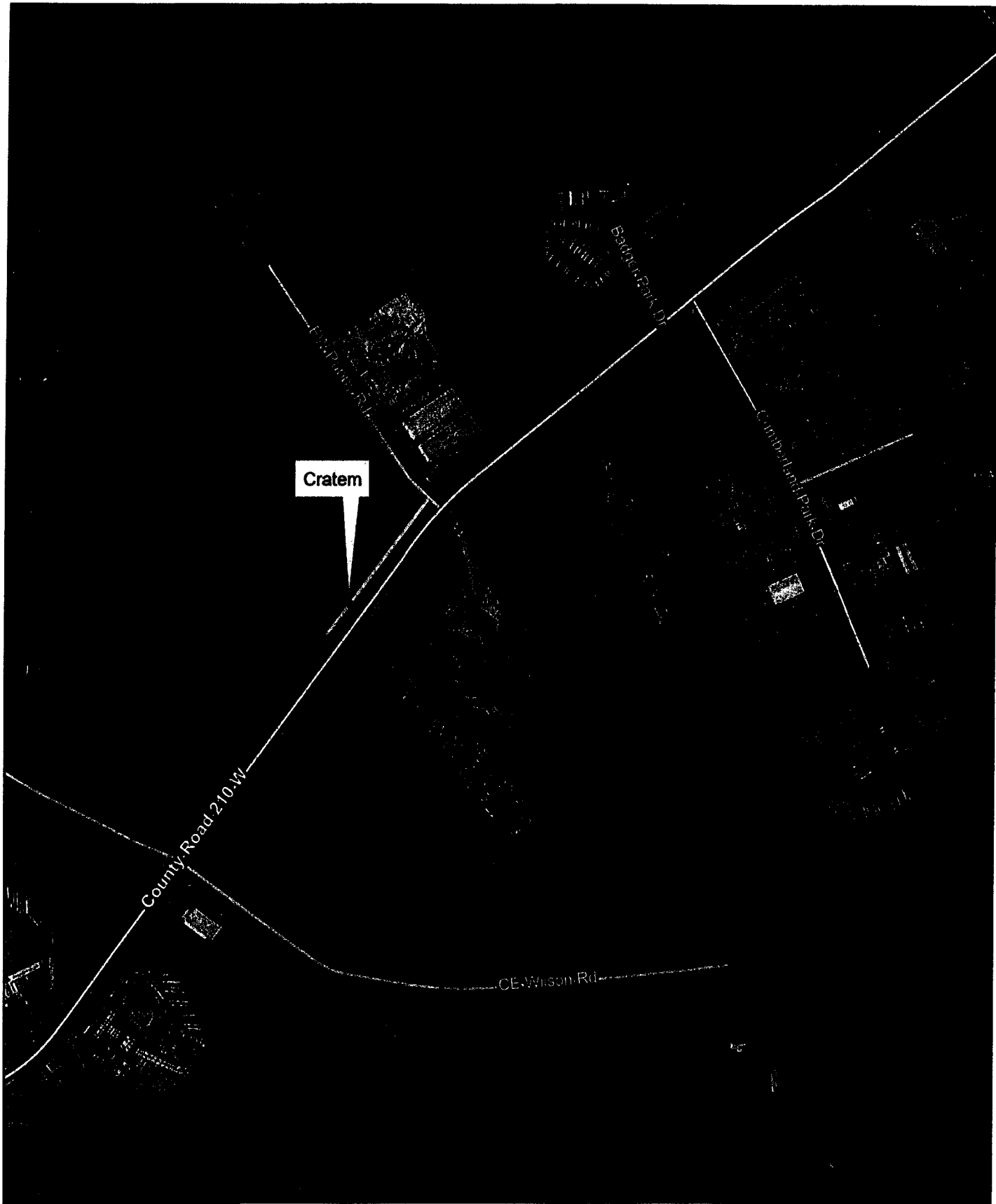
JOB NO. 2014-308
 DRAFTER MJC
 DATE 2-14-15
 SCALE 1"=100'
 CHECKED BY: MTN

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Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377





Cratem

County Road 210 W

CE Wilson Rd

Barber Park D

Cumberland Park D



2013 Aerial Imagery

October 21, 2016

CR 210 IMPROVEMENTS
Philip and Thomas Cratem

Land Mngt. Systems
 Real Estate Division
 209-0796

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.

