

RESOLUTION NO. 2017- 29

**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 WITH THE ANASTASIA MOSQUITO CONTROL DISTRICT FOR PROPERTY AT 500 OLD BEACH ROAD.**

**RECITALS**

**WHEREAS**, The Anastasia Mosquito Control District (AMCD) issued Request for Proposals FY15/16-2 on September 12, 2016, for government entities to purchase the ~2.5 acre property at 500 Old Beach Road (Property); and,

**WHEREAS**, the AMCD Board accepted the Board of County Commissioners proposal to purchase the Property for \$10,000 on December 15, 2016; and,

**WHEREAS**, the Purchase and Sale Agreement, attached hereto as Exhibit "A", proposes and inspection period and closing, at the County's expense, such additional costs are estimated to be \$15,000; and,

**WHEREAS**, acquiring the Property will provide opportunities for increased efficiency in government services and is in the best interest of the citizens of St. Johns County.

**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.

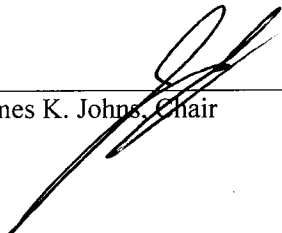
**Section 2.** The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute the Agreement in substantially the form attached and take all steps necessary to move forward to close this transaction.

**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's Office.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS 17<sup>th</sup> DAY OF January, 2017.**

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

By:   
James K. Johns, Chair

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

By:   
Deputy Clerk

**RENDITION DATE** 1/20/17

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of January, 2017, between the ANASTASIA MOSQUITO CONTROL DISTRICT, an independent special district whose address is 120 EOC Drive, St. Augustine, FL 32092, as "Seller" and ST. JOHNS COUNTY, Florida, a political subdivision of the state of Florida, whose address is 500 San Sebastian View, St. Augustine, FL 32084, as "Buyer".

1. PURCHASE AND SALE. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real property located in St. Johns County, Florida:

East ½ of the N 165' of S 292.5' of SE ¼ of SE ¼ (except Road right of way) of Section 28, Township 7 S, Range 30 E, St. Johns County, Florida (that portion lying E of Atlantic Blvd. an West of Santander St.) Approximately 2 ½ Acres,

together with all transferable development rights, improvements, easements, appurtenances, and hereditaments (the "Property"), and subject to a restriction that the Property be used only for governmental uses. A list of the property included in this sale is attached as Exhibit "A" hereto. This Agreement becomes legally binding on execution of this Agreement by both parties and approval of Seller's governing board, which shall also be the Effective Date of this Agreement.

2. USE OF THE PROPERTY. The Property will be used exclusively for public purposes by governmental agencies.

3. PURCHASE PRICE. The purchase price for the Property shall be ten thousand dollars (\$10,000.00). The purchase price will be paid at closing.

4. SURVEY AND LEGAL DESCRIPTION. Between the Effective Date and Closing, Buyer may 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 5. 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.

5. TITLE EVIDENCE. (a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within thirty (30) 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 deed for the Property, dated August 28, 1972, between the City of St Augustine and the Anastasia Mosquito Control District; 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 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.

6. 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. 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.

7. INTEREST CONVEYED; NO WARRANTIES. At closing, Seller shall execute and deliver to Buyer a general warranty deed conveying Seller's interest in the Property "as is, where is, and with all faults", together with all defects, latent and patent, if any, and subject to a restriction that the Property be used for public purposes by governmental agencies only, otherwise title shall revert to the City of St. Augustine, Florida. Seller has made no representations or warranties of any nature whatever, express or implied, regarding the Property, including but not limited to the physical and environmental condition of the Property, the zoning of the Property, title to the Property, the suitability of the Property or any improvements for Buyer's intended

purpose; or Buyer's legal ability to use the Property for Buyer's intended use.

8. PREPARATION OF CLOSING DOCUMENTS. Seller shall prepare the deed described in paragraph 7 of this Agreement and Buyer's and Seller's closing statements. Buyer understands Seller, as a political subdivision of the state, is unable to execute a no-lien affidavit customarily required to delete the standard exceptions from the title insurance policy.

9. EXPENSES. Buyer will pay the documentary stamp tax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 7 of this Agreement.

10. TAXES AND ASSESSMENTS. Seller and Buyer are immune from taxation. At closing, Seller shall satisfy any assessments for which it is legally responsible, if any, prorated to the date of Closing, that are or may become a lien against the Property.

11. CLOSING PLACE AND DATE. Unless extended by mutual agreement of the parties, the closing shall occur on or before ninety (90) days after Full Execution of this Agreement at the offices of the Closing Agent, Action Title, 3670 US Highway 1 South, Suite 110, St Augustine, FL 32086. Seller shall set the date and time of closing after coordination with Buyer.

12. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing. The Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted.

If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement, except that Buyer must restore any property disturbed by Buyer's inspections and assessments to the condition the property was in prior to Buyer's inspections and assessments. Seller shall have no duty to rectify or repair damages to the Property occasioned by an act of God or other natural force beyond the control of the Seller, nor shall Buyer be entitled to any reduction in the purchase price for such damage should buyer not elect to terminate the Agreement under this paragraph.

13. ACCESS. Seller makes no warranties as to whether there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

14. BROKERS. No persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Buyer shall indemnify and hold Seller harmless from any and all such claims.

15. RECORDING. This Agreement may not be recorded.

16. ASSIGNMENT. This Agreement may not be assigned.

17. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

18. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Seller's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

19. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

21. WAIVER. Failure of Seller to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

23. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

24. NOTICE. 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:

**ANASTASIA MOSQUITO CONTROL DISTRICT  
120 EOC Drive  
St. Augustine, Florida 32092**

Buyer:

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

25. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Buyer set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 10 of this Agreement, and Buyer's possession of the Property.

26. SOVEREIGN IMMUNITY. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provisions of this Agreement shall be construed as a waiver of sovereign immunity by any of the Parties.

27. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

28. 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.)

29. 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.

30. 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.

ANASTASIA MOSQUITO CONTROL  
DISTRICT

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
By:  
As: Chair, Board of Commissioners

\_\_\_\_\_  
Witness as to Seller

\_\_\_\_\_  
Date signed by Seller

Approved as to Form and Legality  
As to Seller Only

By: \_\_\_\_\_

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

PURCHASER

ST. JOHNS COUNTY, FL

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
By: James K. Johns  
As: Chair, Board of County Commissioners,

\_\_\_\_\_  
Witness as to Purchaser

\_\_\_\_\_  
Date signed by Purchaser

Approved as to Form and Legality  
As to Buyer Only

By: \_\_\_\_\_

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

