

RESOLUTION NO. 2018-328

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A PURCHASE AND SALE AGREEMENT, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE COUNTY FOR THE ACQUISITION OF PROPERTY TO EXPAND PUBLIC ACCESS AND RECREATIONAL OPPORTUNITIES AT THE RIVERDALE PARK AND BOAT RAMP, AND AUTHORIZING SUBMISSION OF GRANT APPLICATIONS FOR REIMBURSEMENT OF ACQUISITION AND IMPROVEMENT COSTS.

RECITALS

WHEREAS, the owners of certain property located adjacent to and contiguous with Riverdale Park and Boat Ramp have 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 purchase price includes acquiring eight (8) platted lots totaling approximately one acre. Per Florida Statute 125.355(b), this property was evaluated by an appraiser who provided an estimated Market Value of \$115,000; and

WHEREAS, acquisition of these parcels will allow St. Johns County to expand public access and recreational opportunities at the Riverdale Park and Boat Ramp, which currently includes a one-lane boat ramp, a floating dock, two pavilions with benches, and a restroom. This Park is heavily used by residents, visitors and fishermen; and

WHEREAS, the Riverdale Park and Boat Ramp is located within a high growth area of St. Johns County. During the Phase I Needs Assessment of the 2017-2018 St. Johns County Parks and Recreation Master Plan, public access in the form of additional boat ramps and public fishing piers was identified as a high priority within the region; and

WHEREAS, the purchase of this property may be eligible for a Florida Inland Navigation District Waterway Assistance Program Grant which if awarded, would provide reimbursement of 50% of the acquisition and improvement costs. The Parks and Recreation Department will seek reimbursement of said costs through this grant program and any other grant opportunities that may become available; and

WHEREAS, it is in the best interest of the public to acquire the property for the health and safety of the citizens.

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. The Board hereby approves the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute said Agreement, and take whatever action necessary in order to complete the purchase in compliance with applicable Florida law, including Florida Statute Section 125.355.

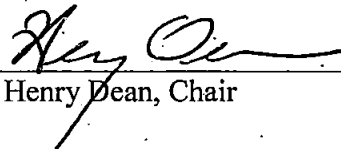
3. The Board of County Commissioners hereby authorizes the St. Johns County Parks and Recreation Department to seek reimbursement of acquisition and improvement costs through a Florida Inland Navigation District Waterway Assistance Program Grant or any other grant opportunity that may become available.

4. To the extent that there are typographical, scrivener 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.

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

PASSED AND ADOPTED this 2 day of October, 2018.

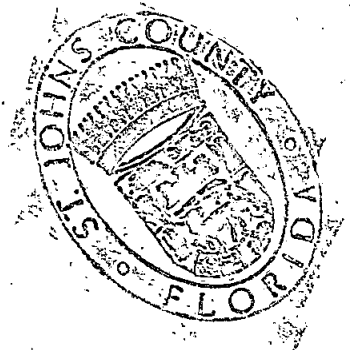
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk


Deputy Clerk

RENDITION DATE 10/4/18



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2018 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 _____ as Joint Tenants with Rights of Survivorship ("Sellers"), whose address is _____

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 the property 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 One Hundred Fifteen Thousand dollars (\$115,000.00), 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)	\$ 11,500.00
(ii) Cash to Close	Closing Day	\$103,500.00
TOTAL PURCHASE PRICE		\$115,000.00

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 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. Closing. 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 2018 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 general 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, Buyer shall deliver the cash to close, to Seller, in accordance with Section 2. 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 3. 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 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.

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.

Seller:



Buyer:

**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. There are not any real estate commissions due 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.

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

WITNESSES:

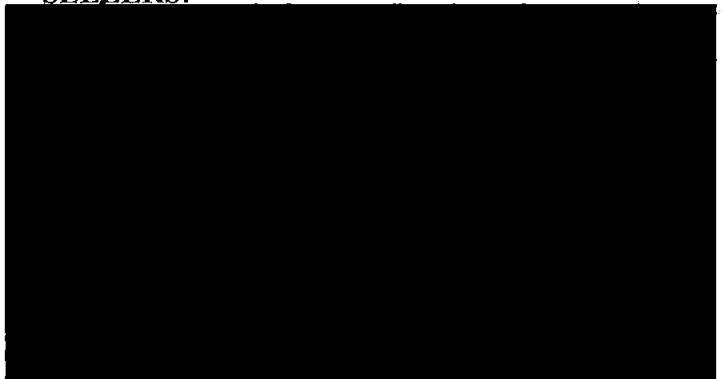
Vivian Dodd 7-23-18
Signature Date

Vivian Dodd
Print Witness Name

John Boyee 7-23-18
Signature Date

JOHN BOYEE
Print Witness Name

SELLERS:



WITNESSES:

Signature Date

Print Witness Name

Signature Date

Print Witness Name

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: _____

Deposit received by

(Escrow Agent), which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC.

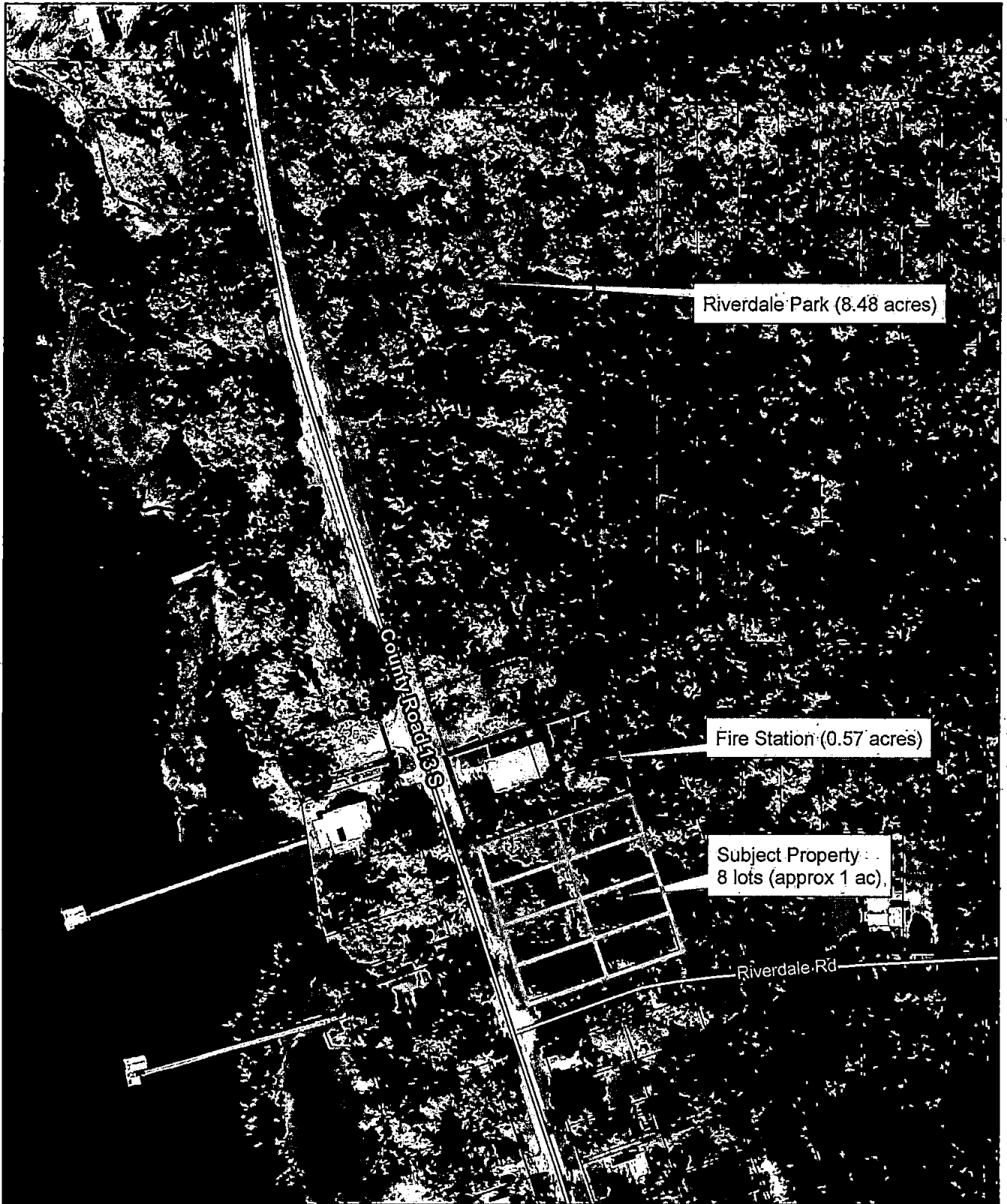
Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LOTS 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 25, RIVERDALE AS RECORDED IN MAP BOOK 1,
PAGES 148-153 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

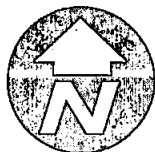


Riverdale Park (8.48 acres)

Fire Station (0.57 acres)

Subject Property :
8 lots (approx 1 ac)

Riverdale Rd



2013 Aerial Imagery
100 200
Feet
August 6, 2018

Property Acquisition *Riverdale*

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.





**Land Management Systems
Department
REAL ESTATE DIVISION REPORT
Acquisition to Expand Riverdale Park and Boat Ramp**

To: Darrell Locklear, PE, Assistant County Administrator
From: Gail Oliver, PLS, Land Management Systems Department Director
Date of Report: September 20, 2018
Subject: Acquisition of Eight (8) Lots to Expand Riverdale Park & Boat Ramp
Comm. District: District 2

Background:

The owners of eight (8) lots located adjacent to and contiguous with Riverdale Park and Boat Ramp reached out to the County on March 1, 2018 inquiring as to the County's interest in purchasing their property for \$135,000 dollars. This item was presented to the Board at the May 1, 2018 Board of County Commissioner meeting. Staff was directed to obtain an appraisal and negotiate a sale price with the sellers.

The sellers have agreed to a purchase price of \$115,000 dollars, which is the appraised value provided by the appraisal firm Lampe, Roy & Associates, Inc. Estimated remaining due diligence and closing costs are \$3,600 dollars.

The Florida Boating Improvement fund is the suggested funding source for the acquisition. Florida Boating Improvement fund utilizes funds from St. Johns County boat registration fees to support and improve local boating facilities.

Acquisition and any future improvement cost are anticipated to be eligible for a Florida Inland Navigation District Waterway Assistance Program Grant, that provides reimbursement of 50% of those costs.

Benefits:

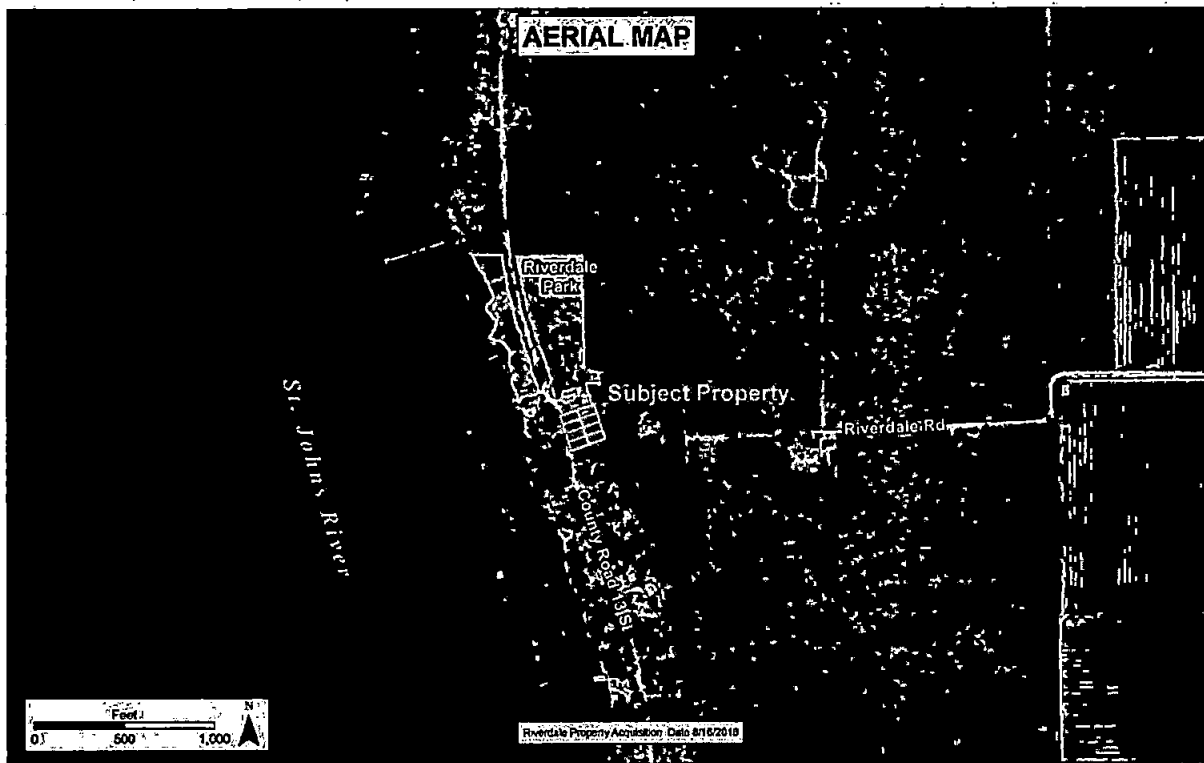
Acquisition of these parcels will provide an opportunity to expand public access and recreational activities at the County's Riverdale Park and Boat Ramp, which currently includes a one-lane boat ramp, a floating dock, two pavilions with benches, and a restroom. This park is heavily used by commercial fisherman/crabbers, residents, visitors and recreational anglers.

The Riverdale Park and Boat Ramp is located within a high growth area of St. Johns County. During the *Phase I Needs Assessment of the 2017-2018 St. Johns County Parks and Recreation*

Master Plan, public access in the form of additional boat ramps and public fishing piers was identified as a high priority within the region.

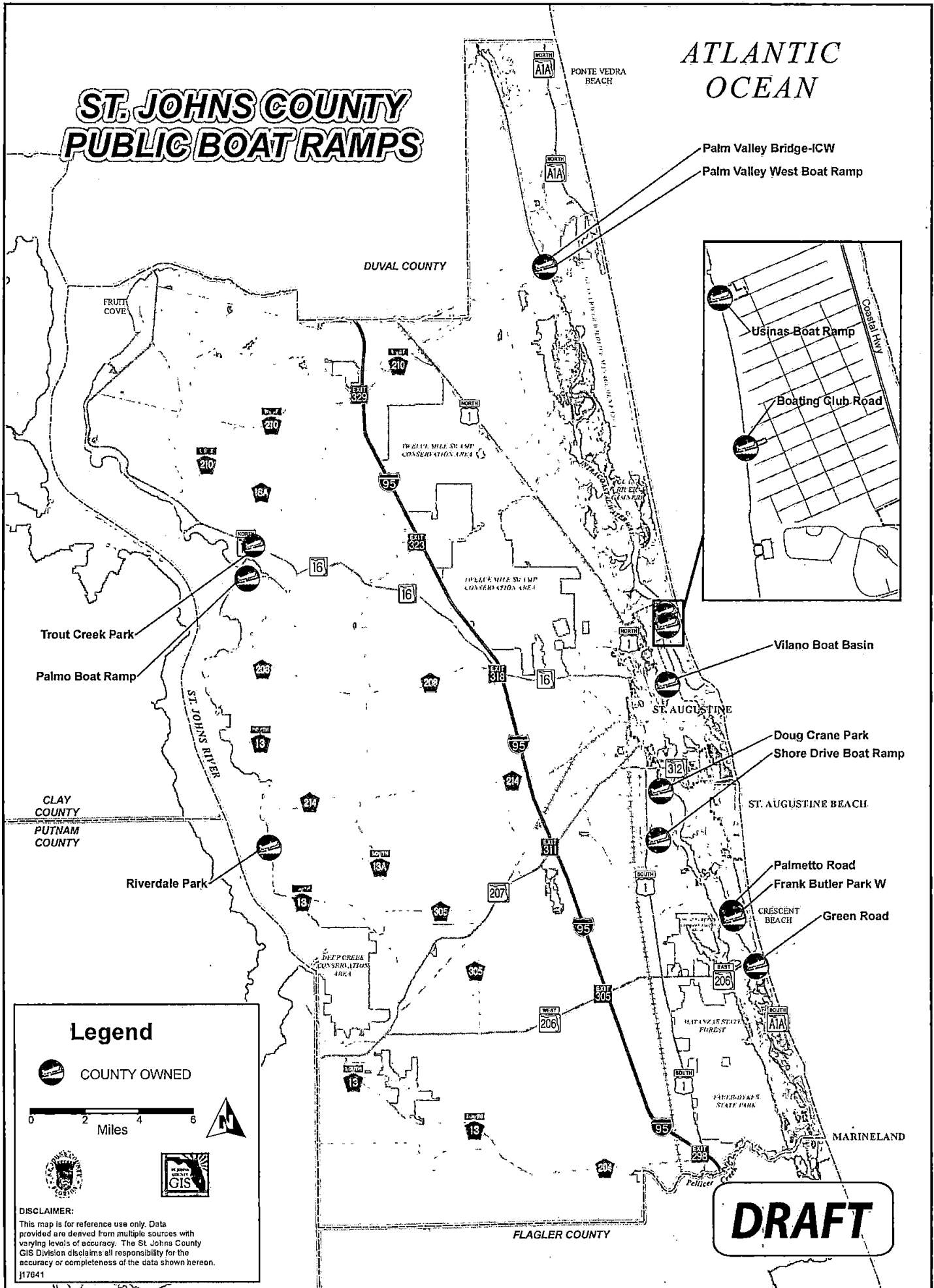
Future Site Development Plans:

The Riverdale Boat Ramp and Park will be included in the County initiated Waterway Access Management Program (WAMP). As part of this program, all County-owned facilities that offer waterway access to the public will be reviewed to maximize the use of each site in a cost effective and organized manner. The WAMP will assist staff in prioritizing the use of the funds that are available for waterway access improvements. Until the Wamp review is complete, only necessary site-safety improvements will be done by in-house resources.



ST. JOHNS COUNTY PUBLIC BOAT RAMPS

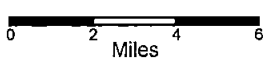
ATLANTIC
OCEAN



Legend



COUNTY OWNED



DISCLAIMER:
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DRAFT