

RESOLUTION NO. 2022- 180

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, CANCELLING A PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SETTLEMENT AGREEMENT AGREEING TO CANCEL THE PURCHASE OF THE PROPERTY ADJACENT TO SURFSIDE PARK.

RECITALS

WHEREAS, on February 15, 2022 in Resolution No. 2022-47 the owner, Concessions Inc., executed a Purchase and Sale Agreement for property adjacent to Surfside Park for future off beach parking; and

WHEREAS, during the due diligence time-frame the owner decided they did not want to sell the property and has executed and presented to the County a Settlement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the owner has agreed to reimburse the County for expenses incurred for two appraisals, Phase I Environmental Report and title commitment in the amount of \$7,882.50, and the County agrees to execute the Settlement Agreement attached hereto.

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 cancels the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Settlement Agreement.

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 Settlement Agreement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Pam Halterman
Deputy Clerk

Rendition Date 6/9/2022

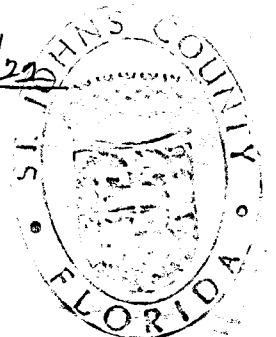


EXHIBIT "A" TO RESOLUTION

Record & Return to:
St. Johns County
Land Management Systems
500 San Sebastian View
St. Augustine, Florida 320864

SETTLEMENT AGREEMENT

This **Settlement Agreement** (this "Agreement") is made effective as of _____, 2022, 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 CONCESSIONS INC. ("Seller"), whose address is 11229 Riverview Drive, Riverview, Florida 33569-4471.

BACKGROUND

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement ("PSA"), effective on February 18, 2022; and

WHEREAS, pursuant to said PSA, Buyer agreed to purchase and Seller agreed to sell to Buyer the Property described in Exhibit "A" ("Property") for \$1,750,000.00; and

WHEREAS, to date, Buyer has incurred \$7,882.50 in due diligence costs for a Phase 1 environmental site assessment report, title work and two appraisals; and

WHEREAS, Seller desires to cancel the PSA and has offered to reimburse Buyer for its due diligence costs; and

WHEREAS, Buyer desires to accept Seller's settlement offer and waive its legal remedies to enforce the PSA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Whereas Clauses. The recitals set forth above in the whereas clauses are incorporated herein by reference and form a material part of this Agreement.

2. Reimbursement of Due Diligence Expenses. Seller will tender payment in the amount of \$7,882.50 to Buyer within 30 days of execution of this Agreement by both parties. In the event that Seller fails to timely reimburse Buyer, Buyer may pursue all available legal remedies to enforce the PSA.

3. Time of the Essence. Time is of the essence for the performance of all obligations under this Agreement.

[Signature pages follow]

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

WITNESSES:

SELLER:
Concessions Inc.

Signature Date

By: Robert L. Solano, Date _____
President

Print Witness Name

Signature Date

Print Witness Name

WITNESSES:

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

Signature Date

By: _____
Hunter S. Conrad Date
County Administrator

Print Witness Name

Signature Date

Print Witness Name

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

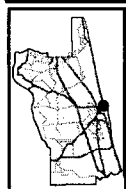
Legally Sufficient:

Deputy Clerk

County Attorney Date: _____

EXHIBIT "A"

The North 100 feet of the South 200 feet of Block "E", SURFSIDE, according to plat thereof recorded in Map Book 2, page 23, of the public records of St. Johns County, Florida.



2019 Aerial Imagery



January 19, 2022

Surfside Cottages
Concessions Inc.

Land Mgmt. 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 herein.

