

RESOLUTION NO. 2022- 211

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 THREE PURCHASE AND SALE AGREEMENTS WITH 1279 COUNTY ROAD 210, LLC, 1300 COUNTY ROAD 210 WEST, LLC, AND ST. JOHNS PROPERTIES, LLC REQUIRED FOR THE CR210 WIDENING PROJECT OUTSIDE THE TWIN CREEKS DRI.

RECITALS

WHEREAS, 1279 County Road 210, LLC, 1300 County Road 210 West, LLC and St. Johns Properties, LLC owners of the property required for the CR210 widening project has executed and presented three Purchase and Sale Agreements, attached hereto as Exhibit “A”, Exhibit “B”, and Exhibit “C”, incorporated by reference and made a part hereof; and

WHEREAS, this property is required for the 4-laning and the future 6-laning west of Twin Creeks DRI; and

WHEREAS, in the Mediated Settlement Agreement executed April 15, 2015 under Section 5. Payment for Additional Right-of-Way, Title, Appraisals, and Survey Costs. Its states the County shall be responsible for negotiating with the owners of all parcels along the turn lane right-of-way and six-laning right-of-way for acquisition of such parcels. The County shall use commercially reasonable efforts to obtain contracts to purchase the aforementioned right-of-way in exchange for transportation impact fee credits or for the lowest cost possible; and

WHEREAS, these parcels are included in Resolution No. 2021-320 that authorizes the County to acquire these parcels through condemnation proceedings if necessary; and

WHEREAS, the attached Purchase and Sale Agreements are a proposed settlement with the owners without having to use condemnation; and

WHEREAS, it is in the best interest of the County to approve acquiring these last three parcels for the health, safety, and welfare of its citizens.

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.

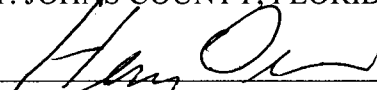
Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator, or designee, to execute the three original Purchase and Sale Agreements and take all steps necessary to move forward to close these transactions.

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 three original Purchase and Sale Agreements in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of June, 2022.

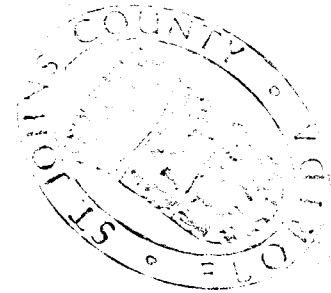
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Henry Dean, Chair

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

By: 
Deputy Clerk

Rendition Date 6/23/22



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and 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 **1279 COUNTY ROAD 210, LLC** (“Seller”), whose address is 1279 CR210 West, St. Johns, Florida 32259.

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 5,593 square feet of property (hereinafter “Property”); and an approximately 535 square foot Temporary Construction Easement (hereinafter “TCE”) as described and depicted in Exhibits A, B, C, and D, all attached hereto, incorporated by reference and made a part hereof, and

NOW THEREFORE, it is mutually agreed as follows:

1. The above recitals are incorporated into the body of this Agreement, and adopted as Findings of Fact.

2. Purchase Price. Buyer shall pay and Seller shall receive a total of \$265,725.45 for the Property, and the TCE, inclusive of any and all compensation, damages, attorneys’ fees, expert fees, costs, interest, and any other sums. 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 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 instruments conveying title to the Property, and the TCE, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the Property, and the TCE, 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.

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 Inc., within thirty (30) days of Buyer’s receipt of a Phase 1 environmental study report, or on or before ninety (90) days from the date of this Agreement, whichever occurs first (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2022 taxes at the highest allowable discount.

6. Seller’s Representations. Seller represents to Buyer that it owns fee simple title to the Property and the area of the TCE 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. Buyer’s Representation. Buyer represents to Seller that it will construct or cause the construction of the County Road 210 6-Laning project adjacent to Seller’s property in substantial conformance with the Buyer’s 60% Roadway Plans attached as Composite Exhibit E-1 and E-2 and incorporated herein. Said project may be constructed in phases. Any material deviation from the 60% Roadway Plans will allow Seller to prosecute claims against Buyers for resulting damages. Buyer further represents to Seller that existing driveways will remain open throughout construction during normal business hours to ensure continuous access to all buildings on the remainder property.

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) General Warranty Deed (“Deed”) conveying the fee simple title to the Property and an instrument conveying the TCE, 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.

9. Closing Expenses.

(a) Buyer shall pay the cost of the owner’s title policy issued pursuant to the Commitment and the cost of recording the deed, and the TCE, documentary stamps, and any other affiliated recording fees. Seller will be responsible for property taxes to day of closing;

(b) Except as provided in paragraph 2, each party shall bear its own legal expenses.

10. Survey and Legal Description. This has been completed.

11. Condition of Property and Buyer’s Right of Inspection. Buyer shall have the right for sixty (60) 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 its 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, this Agreement shall 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, and the TCE.

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, 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.

18. 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 exclusively 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: **1279 COUNTY ROAD 210, LLC**
 1279 CR210 West
 St. Johns, FL 32259

Seller's Attorney: Papalas & Griffith, PLLC
200 W Forsyth St #1230
Jacksonville, FL 32202

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 benefit of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. No real estate commission is due.

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.

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:

1279 COUNTY ROAD 210, LLC

Maria Lodato 5-16-22
Signature Date

[Signature]
By: SPYROS PAPAGEORGE Date 05-11-22
Title: PRESIDENT C.E.O

MARZENA LODATO
Print Witness Name

Bruno Sanci
Signature Date

Bruno Sanci
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

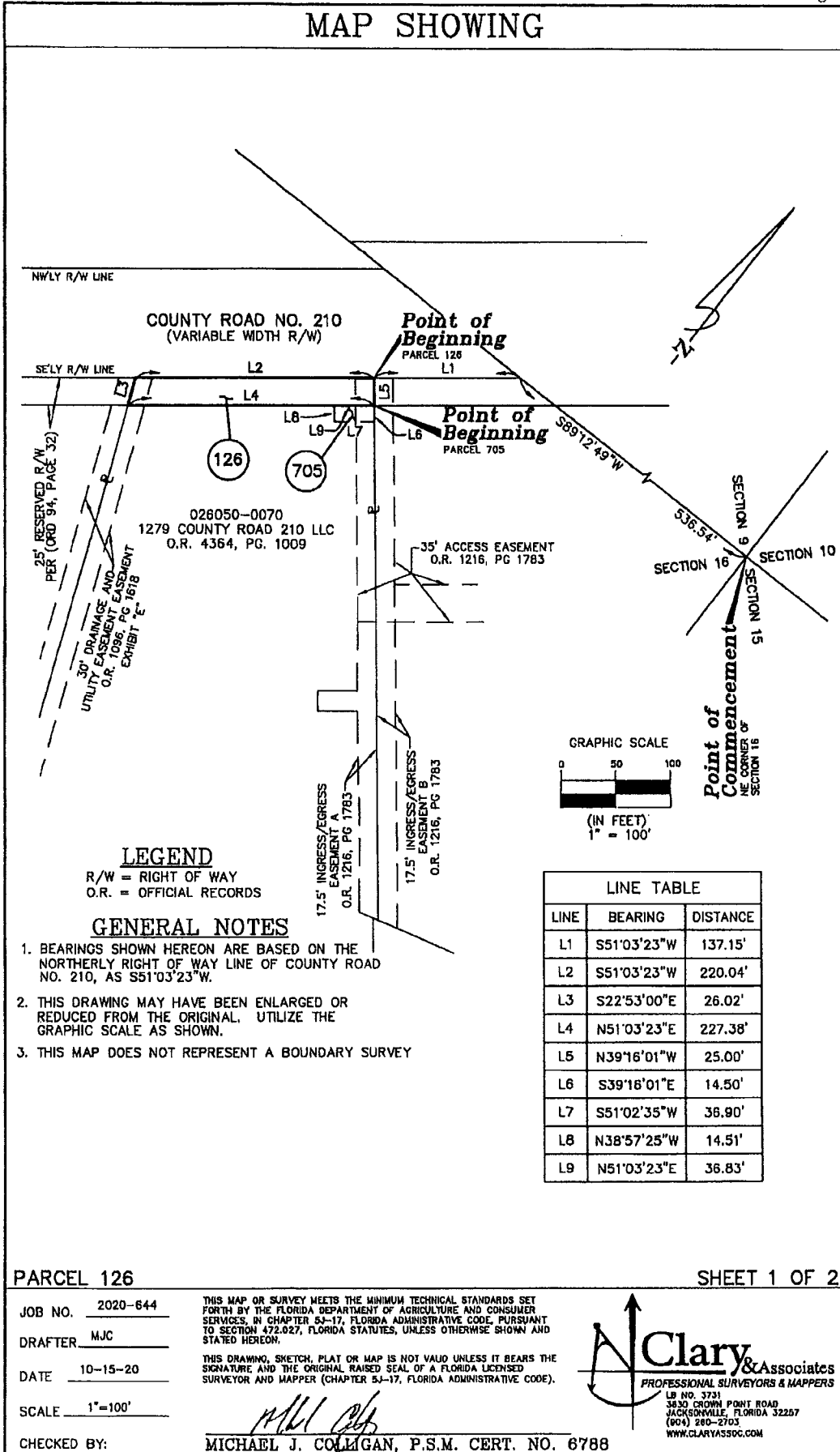
ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
County Attorney Date

MAP SHOWING



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

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, AS S51°03'23"W.
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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°03'23"W	137.15'
L2	S51°03'23"W	220.04'
L3	S22°53'00"E	26.02'
L4	N51°03'23"E	227.38'
L5	N39°16'01"W	25.00'
L6	S39°16'01"E	14.50'
L7	S51°02'35"W	36.90'
L8	N38°57'25"W	14.51'
L9	N51°03'23"E	36.83'

PARCEL 126

SHEET 1 OF 2

JOB NO. 2020-644
 DRAFTER MJC
 DATE 10-15-20
 SCALE 1"=100'

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, PLAT 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).

Michael J. Colligan

CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32227
 (904) 240-2703
 WWW.CLARYASSOC.COM

EXHIBIT B

PARCEL 126

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 4364, PAGE 1009 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 137.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 A DISTANCE OF 220.04 FEET; THENCE SOUTH 22°53'00" EAST, A DISTANCE OF 26.02 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 227.38 FEET; THENCE NORTH 39°16'01" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,593 SQUARE FEET, MORE OR LESS.

EXHIBIT C

PARCEL 705

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 4364, PAGE 1009 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 137.15 FEET; THENCE SOUTH 39°16'01" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 39°16'01" EAST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 51°02'35" WEST, A DISTANCE OF 36.90 FEET; THENCE NORTH 38°57'25" WEST, A DISTANCE OF 14.51 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 36.83 FEET TO THE POINT OF BEGINNING.

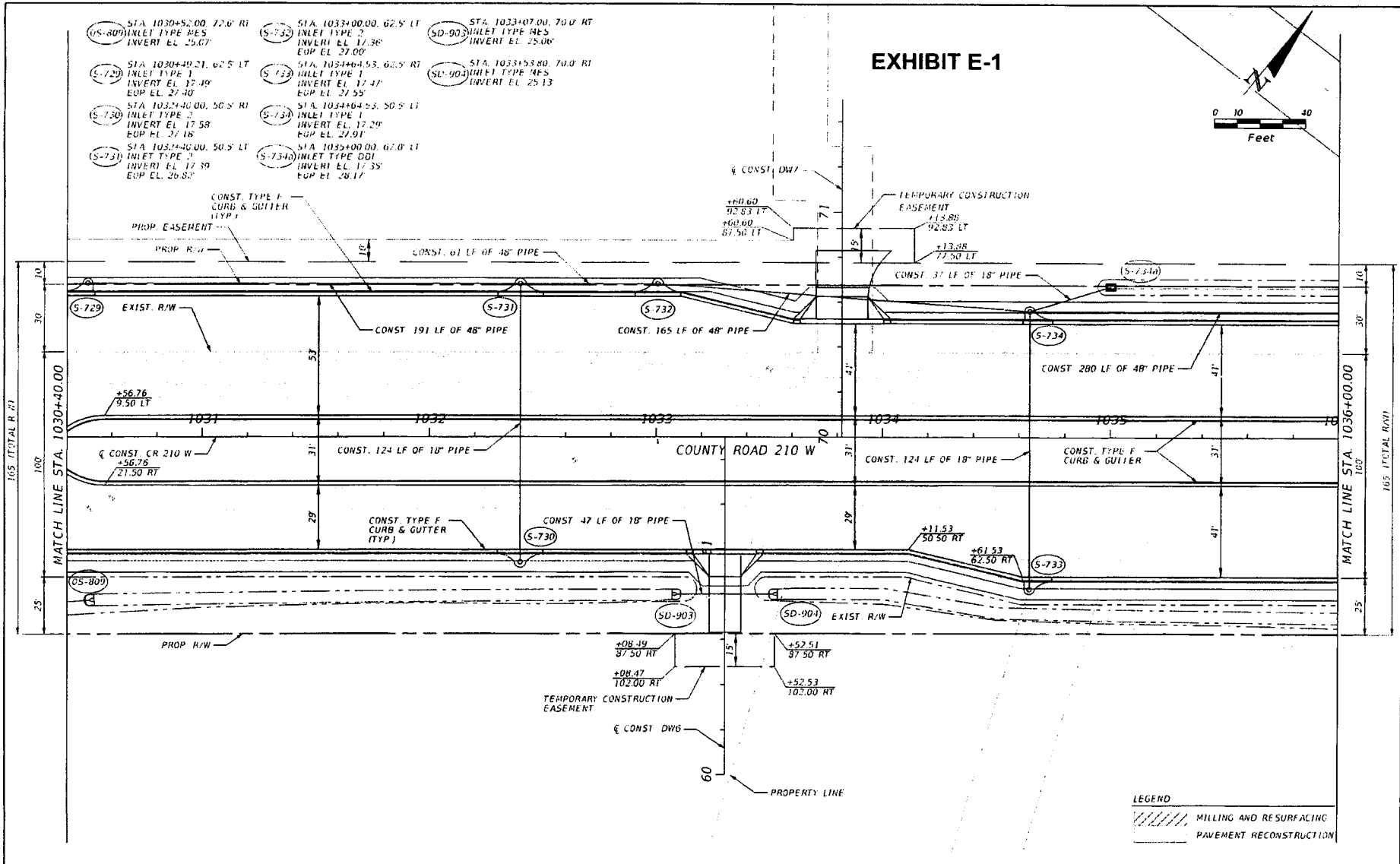
CONTAINING 535 SQUARE FEET, MORE OR LESS.

EXHIBIT D

Temporary Construction Easement Language

The Temporary Construction Easement will extend a term of 36-months and is required for the purpose of construction of new paved business entrance(s) and active tying-in and harmonizing activities to the existing asphalt and conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described within the easement. No storage of construction equipment or supplies is permitted within the easement.

EXHIBIT E-1



LEGEND

	MILLING AND RESURFACING
	PAVEMENT RECONSTRUCTION

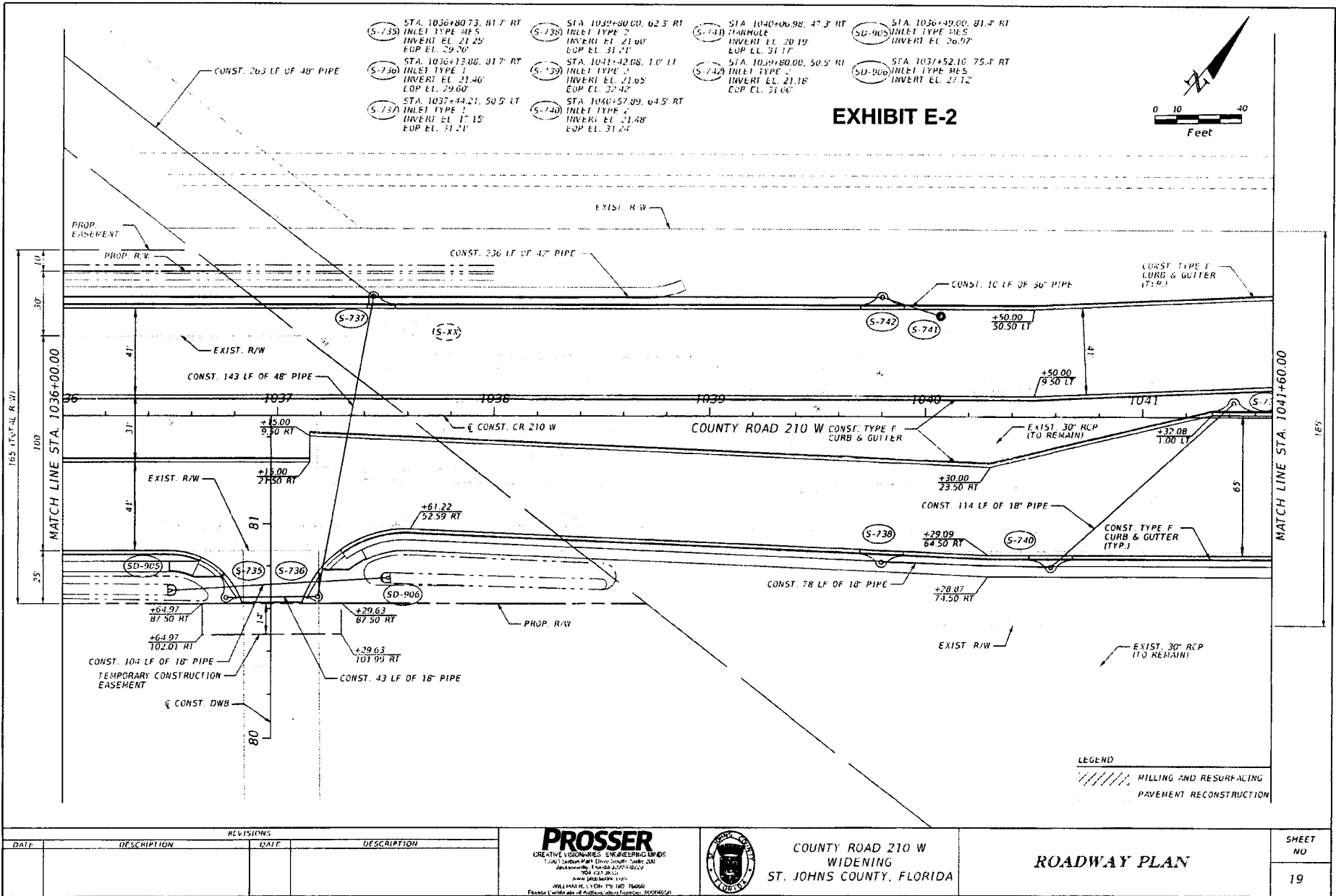
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

PROSSER
 CREATIVE TECHNOLOGIES ENGINEERING GROUP
 12611 South Main Street, Suite 200
 Jacksonville, Florida 32224-0272
 TEL: 754.840.2222
 www.prosserinc.com
 WILLIAM L. YON, PE NO. 78666
 Florida Certificate of Professional Registration: 10089000

COUNTY ROAD 210 W
 WIDENING
 ST. JOHNS COUNTY, FLORIDA

ROADWAY PLAN
 SHEET NO
18

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



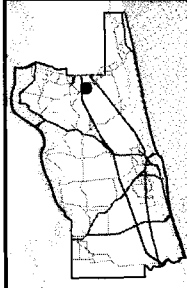
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Existing Properties

 Temporary Construction Easement

 Proposed County Right-of-Way



0 25 50

 Feet

 2021 Aerial Imagery

 April 19, 2022

County Road 210 Widening Project

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0790

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.



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and 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 **1300 COUNTY ROAD 210 WEST, LLC** (“Seller”), whose address is 1279 CR210 West, St. Johns, Florida 32259.

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 9,877 square feet of property (hereinafter “Property”); and an approximately 3,038 square foot Permanent Easement (hereinafter “Permanent Easement”) and an approximately 777 square foot Temporary Construction Easement (hereinafter “TCE”) as described and depicted in Exhibits A, B, C, D, E, and F , all attached hereto, incorporated by reference and made a part hereof, and

NOW THEREFORE, it is mutually agreed as follows:

1. The above recitals are incorporated into the body of this Agreement, and adopted as Findings of Fact.

2. Purchase Price. Buyer shall pay and Seller shall receive a total of \$783,599.29 for the Property, the Permanent Easement, and the TCE, inclusive of any and all compensation, damages, attorneys’ fees, expert fees, costs, interest, and any other sums. 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 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 instruments conveying title to the Property, the Permanent Easement and the TCE, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the Property, the Permanent Easement and the TCE, 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.

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 Inc., within thirty (30) days of Buyer’s receipt of a Phase 1 environmental study report, or on or before ninety (90) 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 2022 taxes at the highest allowable discount.

6. Seller’s Representations. Seller represents to Buyer that it owns fee simple title to the Property and the area of the Permanent Easement and the TCE 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. Buyer’s Representation. Buyer represents to Seller that it will construct or cause the construction of the County Road 210 6-Laning project adjacent to Seller’s property in substantial conformance with the Buyer’s 60% Roadway Plans attached as Exhibit G and incorporated herein. Said project may be constructed in phases. Any material deviation from the 60% Roadway Plans will allow Seller to prosecute claims against Buyers for resulting damages. Buyer further represents to Seller that existing driveways will remain open throughout construction during normal business hours to ensure continuous access to all buildings on the remainder property.

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) General Warranty Deed (“Deed”) conveying the fee simple title to the Property and instruments conveying the Permanent Easement and the TCE, 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.

9. Closing Expenses.

(a) Buyer shall pay the cost of the owner’s title policy issued pursuant to the Commitment and the cost of recording the deed, the Permanent Easement and TCE, 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;

(b) Except as provided in paragraph 2, each party shall bear its own legal expenses.

10. Survey and Legal Description. This has been completed.

11. Condition of Property and Buyer’s Right of Inspection. Buyer shall have the right for sixty (60) 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 its 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, this Agreement shall 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, the Permanent Easement and the TCE.

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, 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 exclusively 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: 1300 COUNTY ROAD 210 WEST, LLC
1279 CR210 West
St. Johns, FL 32259

Seller's Attorney: Papalas & Griffith, PLLC
200 W Forsyth St #1230
Jacksonville, FL 32202

**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 benefit of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. If any real estate commission is due, the Seller will be responsible for that payment.

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:

SELLER:

1300 COUNTY ROAD 210 WEST, LLC

Margie Lubot 5-16-22
Signature Date

[Signature]
By: SPYROS PAPAGEORGIOU Date 5-11-22
Title: PRESIDENT C.E.O.

MARZENA LODATTO
Print Witness Name

Bruno Sanci
Signature Date
Bruno Sanci
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

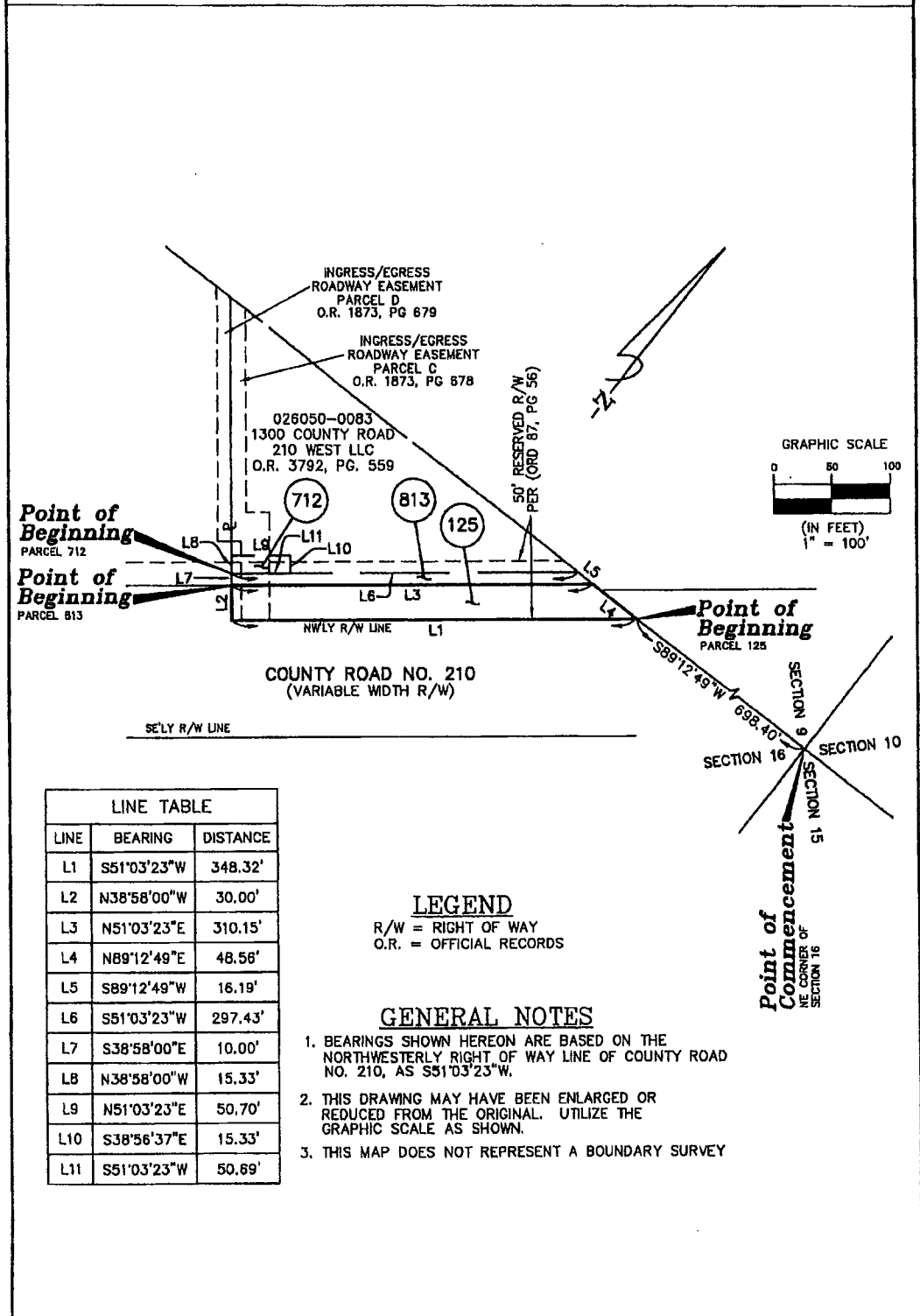
ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
County Attorney Date

MAP SHOWING



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S51°03'23"W	348.32'
L2	N38°58'00"W	30.00'
L3	N51°03'23"E	310.15'
L4	N89°12'49"E	48.56'
L5	S89°12'49"W	16.19'
L6	S51°03'23"W	297.43'
L7	S38°58'00"E	10.00'
L8	N38°58'00"W	15.33'
L9	N51°03'23"E	50.70'
L10	S38°56'37"E	15.33'
L11	S51°03'23"W	50.69'

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

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, AS S51°03'23"W.
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

PARCEL 125, PARCEL 712, PARCEL 813

SHEET 1 OF 2

JOB NO. 2020-644
 DRAFTER MJC
 DATE 10-15-20
 SCALE 1"=100'
 CHECKED BY:

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, PLAT 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).

Michael J. Colligan
 MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32237
 (904) 286-2703
 WWW.CLARYASSOC.COM

EXHIBIT B

PARCEL 125 (Fee simple)

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 3792, PAGE 559 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 698.40 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE SOUTH 51°03'23" WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 348.32 FEET; THENCE NORTH 38°58'00" WEST, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 310.15 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF SECTION 16; THENCE NORTH 89°12'49" EAST, ALONG SAID NORTH LINE OF SECTION 16, A DISTANCE OF 48.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,877 SQUARE FEET MORE OR LESS.

EXHIBIT C

PARCEL 813(Permanent Easement)

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 3792, PAGE 559 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 698.40 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 348.32 FEET; THENCE NORTH 38°58'00" WEST, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 310.15 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF SECTION 16; THENCE SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE OF SECTION 16, A DISTANCE OF 16.19 FEET; THENCE SOUTH 51°03'23" WEST, A DISTANCE OF 297.43 FEET; THENCE SOUTH 38°58'00" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,038 SQUARE FEET MORE OR LESS.

EXHIBIT D

PARCEL 712(Temporary Construction Easement)

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 3792, PAGE 559 OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 698.40 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 348.32 FEET; THENCE NORTH 38°58'00" WEST, CONTINUING ALONG LAST SAID LINE AND ITS NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE 38°58'00" WEST, A DISTANCE OF 15.33 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 50.70 FEET; THENCE SOUTH 38°56'37" EAST, A DISTANCE OF 15.33 FEET; THENCE SOUTH 51°03'23" WEST, A DISTANCE OF 50.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 777 SQUARE FEET MORE OR LESS.

EXHIBIT E

Temporary Construction Easement Language

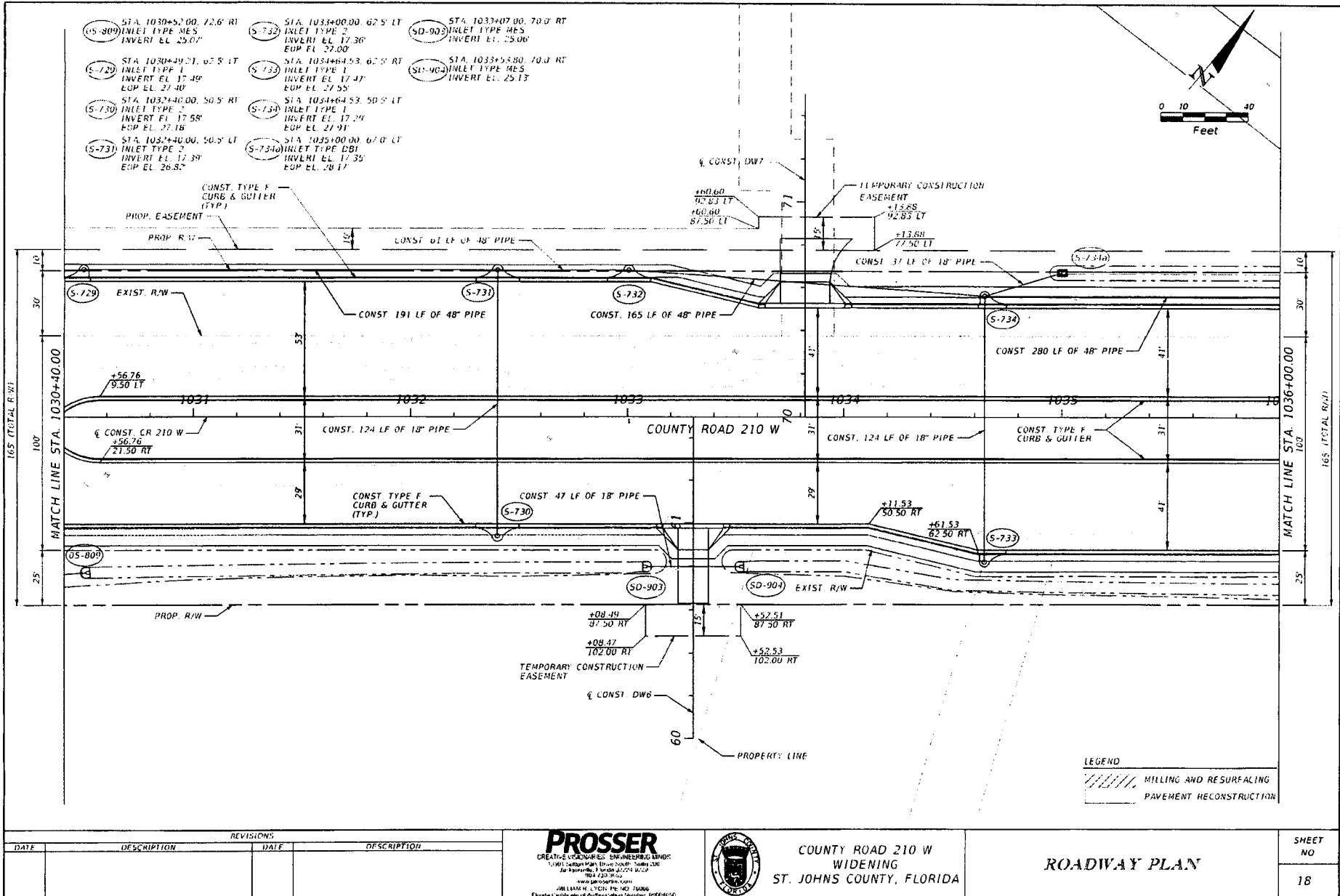
The Temporary Construction Easement will extend a term of 36-months and is required for the purpose of construction of new paved business entrance(s) and active tying-in and harmonizing activities to the existing asphalt and conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described within the easement. No storage of construction equipment or supplies is permitted within the easement.

EXHIBIT F

Permanent Easement Language

There will be no formal improvements constructed by the County within the permanent easement. The easement will be utilized for grading adjacent to the right-of-way as well as construction activities/equipment maneuvering. The signage, pavement and curbing currently located within the easement will be undisturbed (or replaced if disturbed) and allowed to remain within the easement.

EXHIBIT G-1




THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004 F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

PROSSER
CREATIVE ENGINEERING & SURVEYING, INC.
11901 S. US HWY 1, SUITE 200, PALM BEACH, FL 33480
TEL: 561-840-1100 FAX: 561-840-1101
www.prossereng.com

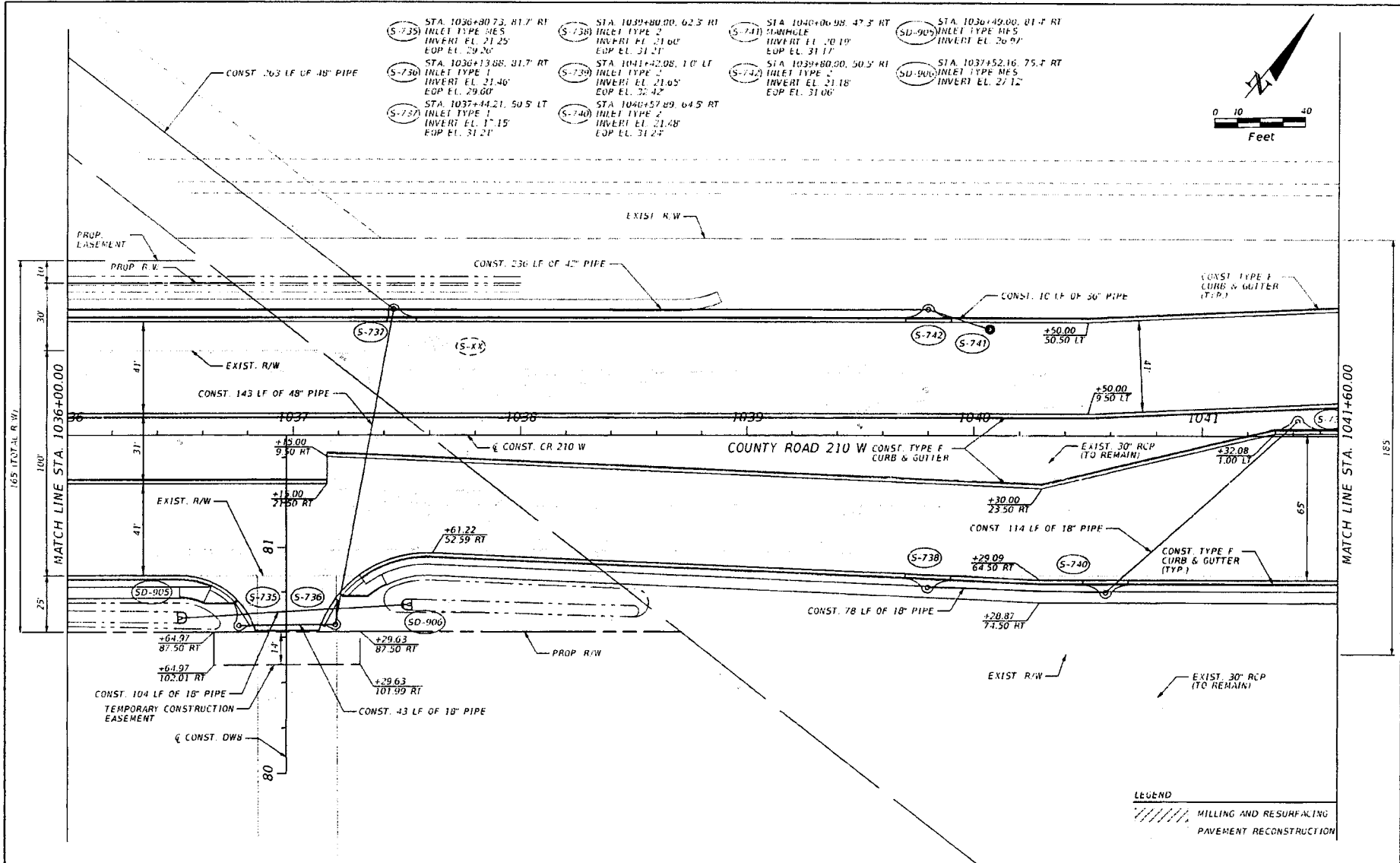
WILLIAM H. LYON, P.E. NO. 70006
Florida License No. of Architect/Engineer/Professional Geologist



COUNTY ROAD 210 W
WIDENING
ST. JOHNS COUNTY, FLORIDA

ROADWAY PLAN	SHEET NO 18
--------------	----------------

EXHIBIT G-2



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

PROSSER
 CREATIVE SOLUTIONS ENGINEERING GROUP
 11001 Highway 17 North, Suite 200
 Jacksonville, Florida 32256-2027
 904.739.8222
 www.prossereng.com
 WILLIAM K. LYON, PE NO. 74666
 Florida License No. 74666







COUNTY ROAD 210 W
 WIDENING
 ST. JOHNS COUNTY, FLORIDA

ROADWAY PLAN

SHEET NO
 19

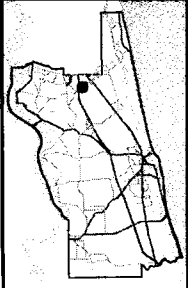
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-13.002, F.A.C.




-  Subject Property
-  Temporary Construction Easement
-  10' Easement
-  Proposed County Right-of-Way

County Road 210 W

Sentosa Dr



0 25 50
Feet

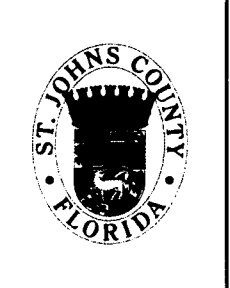


2021 Aerial Imagery
April 19, 2022

County Road 210 Widening Project

Land Management
Systems
Real Estate
Division
(904) 209-0790

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.



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and 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 **ST. JOHNS PROPERTIES, LLC** (“Seller”), whose address is 1279 CR210 West, St. Johns, Florida 32259.

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 3,825 square feet of property (hereinafter “Property”); and an approximately 403 square foot Temporary Construction Easement (hereinafter “TCE”) as described and depicted in Exhibits A, B, C, and D, all attached hereto, incorporated by reference and made a part hereof, and

NOW THEREFORE, it is mutually agreed as follows:

1. The above recitals are incorporated into the body of this Agreement, and adopted as Findings of Fact.

2. Purchase Price. Buyer shall pay and Seller shall receive a total of \$186,675.25 for the Property, and the TCE, inclusive of any and all compensation, damages, attorneys’ fees, expert fees, costs, interest, and any other sums. 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 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 instruments conveying title to the Property, and the TCE, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the Property, and the TCE, 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.

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 Inc., within thirty (30) days of Buyer’s receipt of a Phase I environmental study report or on or before ninety (90) days from the date of this Agreement, whichever occurs first (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2022 taxes at the highest allowable discount.

6. Seller’s Representations. Seller represents to Buyer that it owns fee simple title to the Property and the area of the TCE 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. Buyer’s Representations. Buyer represents to Seller that it will construct or cause the construction of the County Road 210 6-Laning project adjacent to Seller’s property in substantial conformance with the Buyers 60% Roadway Plans attached as Composite Exhibit E-1 and E-2 and incorporated herein. Said project may be constructed in phases. Any material deviation from the 60% Roadway Plans will allow Seller to prosecute claims against Buyer for resulting damages. Buyer further represents to Seller that existing driveways will remain open throughout construction during normal business hours to ensure continuous access to all buildings on the remainder property.

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) General Warranty Deed (“Deed”) conveying the fee simple title to the Property and an instrument conveying the TCE, 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.

9. Closing Expenses. (a) Buyer shall pay the cost of the owner’s title policy issued pursuant to the Commitment and the cost of recording the deed, and the TCE, documentary stamps, and any other affiliated recording fees. Seller will be responsible for property taxes to day of closing. (b) Except as provided in paragraph 2, each party shall bear its own legal expenses.

10. Survey and Legal Description. This has been completed.

11. Condition of Property and Buyer’s Right of Inspection. Buyer shall have the right for sixty (60) 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 its 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, this Agreement shall 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, and the TCE.

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, 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 exclusively 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: **ST. JOHNS PROPERTIES, LLC**
1279 CR210 West
St. Johns, Florida 32259
Seller's Attorney: Papalas & Griffith, PLLC
4250 Lakeside Drive, Suite 108
Jacksonville, Florida 32210

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 benefit of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. No real estate commission is due.

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.

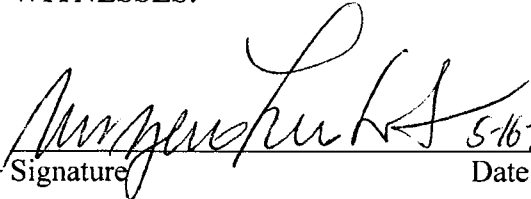
26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in 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.

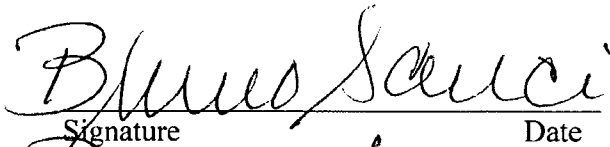
28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records 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:


Signature _____ Date 5-16-22

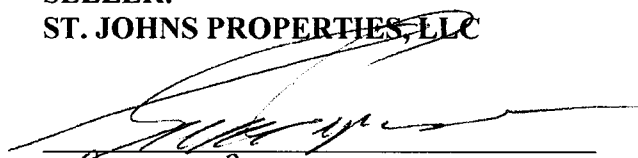
MARZENA LODATO
Print Witness Name


Signature _____ Date

Bruno Sanci
Print Witness Name

SELLER:

ST. JOHNS PROPERTIES, LLC



By SPYROS PAPAGEORGE Date 5-11-22
Title: PRESIDENT CEO

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:

By: _____
Deputy Clerk

By: _____
County Attorney Date

EXHIBIT A
MAP SHOWING

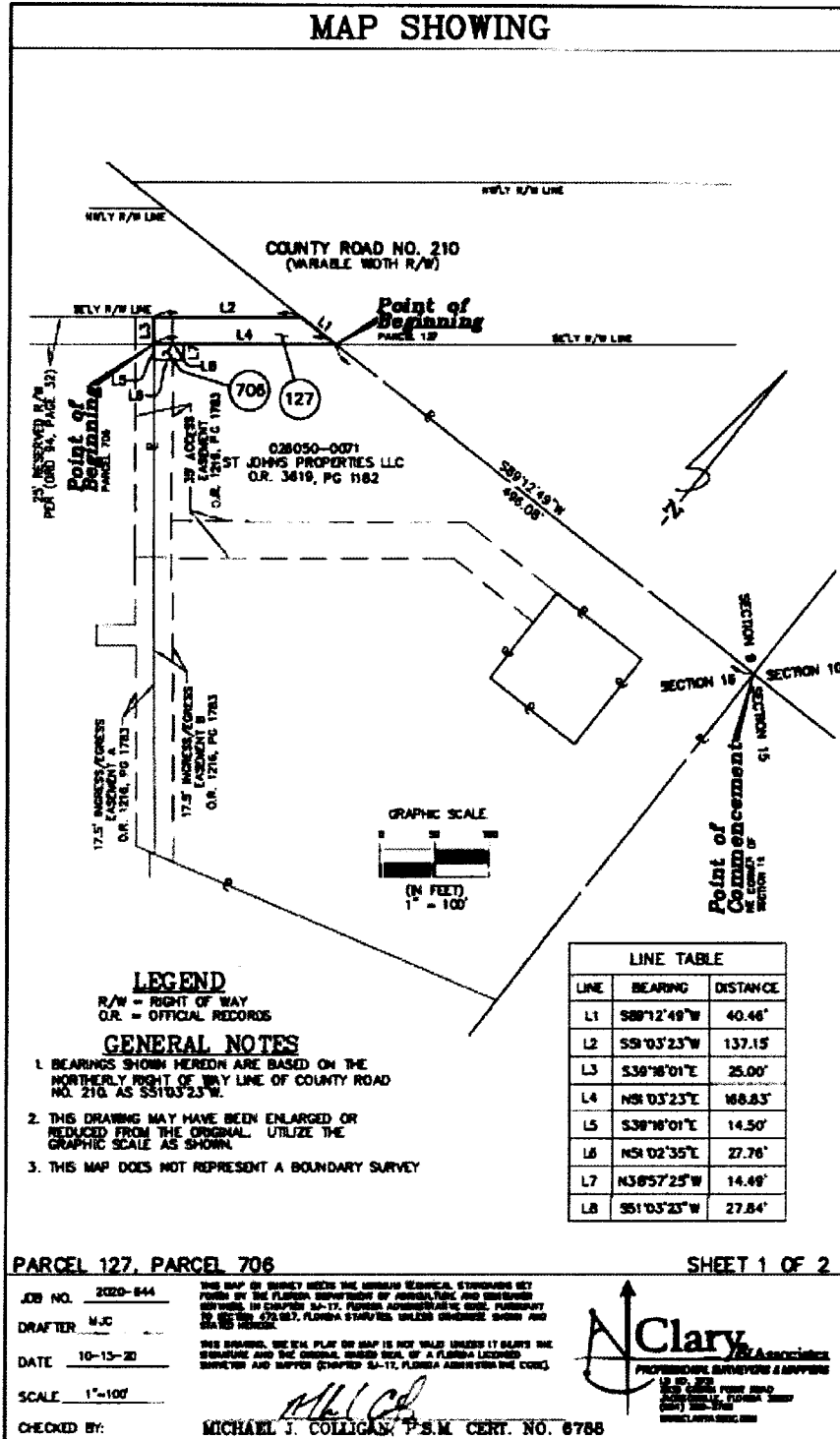


EXHIBIT B

PARCEL 127 (Fee Simple)

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 3619, PAGE 1182 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 496.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE OF SECTION 16, A DISTANCE OF 40.46 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 137.15 FEET; THENCE SOUTH 39°16'01" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 168.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,825 SQUARE FEET, MORE OR LESS.

EXHIBIT C

PARCEL 706 (Temporary Construction Easement)

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 3619, PAGE 1182 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 536.54 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'23" WEST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 137.15 FEET; THENCE SOUTH 39°16'01" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 39°16'01" EAST, A DISTANCE OF 14.50 FEET; THENCE NORTH 51°02'35" EAST, A DISTANCE OF 27.76 FEET; THENCE NORTH 38°57'25" WEST, A DISTANCE OF 14.49 FEET; THENCE SOUTH 51°03'23" WEST, A DISTANCE OF 27.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 403 SQUARE FEET, MORE OR LESS.

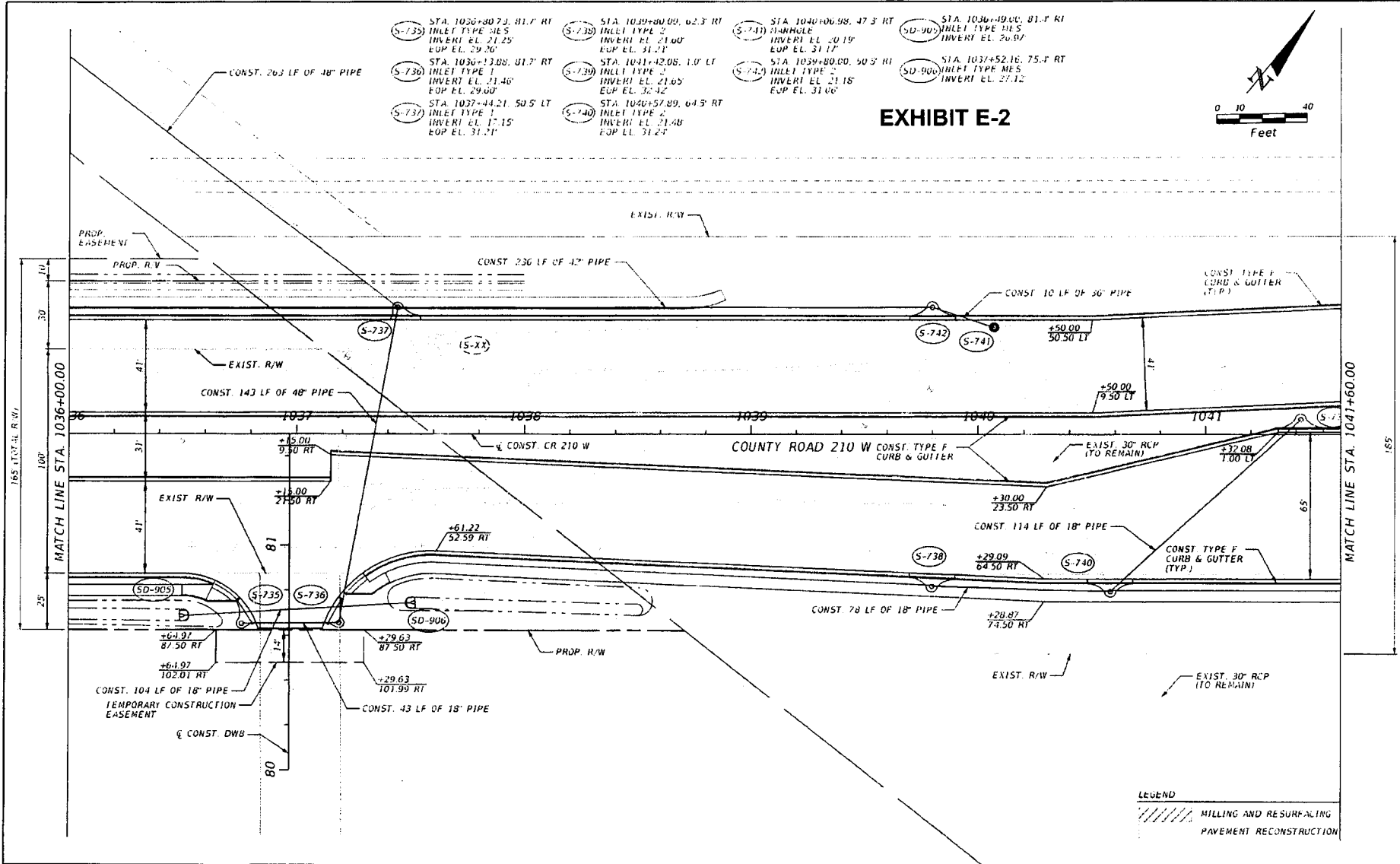
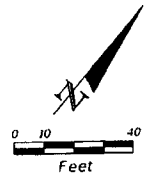
EXHIBIT D

Temporary Construction Easement Language

The Temporary Construction Easement will extend a term of 36-months and is required for the purpose of construction of new paved business entrance(s) and active tying-in and harmonizing activities to the existing asphalt and conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described within the easement. No storage of construction equipment or supplies is permitted within the easement.

- | | | | |
|--|--|--|--|
| (S-735) STA. 1036+30.73, 81.7' RT
INLET TYPE MES
INVERT EL. 21.25
EOP EL. 29.30 | (S-736) STA. 1039+80.00, 62.3' RT
INLET TYPE 2
INVERT EL. 21.00
EOP EL. 31.21 | (S-741) STA. 1040+06.98, 47.3' RT
MANHOLE
INVERT EL. 20.19
EOP EL. 31.17 | (SD-905) STA. 1036+19.00, 81.1' RT
INLET TYPE MES
INVERT EL. 26.07 |
| (S-736) STA. 1036+13.00, 91.7' RT
INLET TYPE 1
INVERT EL. 21.46
EOP EL. 29.00 | (S-739) STA. 1041+42.00, 1.0' LT
INLET TYPE 2
INVERT EL. 21.05
EOP EL. 32.42 | (S-742) STA. 1039+80.00, 50.5' RT
INLET TYPE 2
INVERT EL. 21.18
EOP EL. 31.06 | (SD-906) STA. 1037+52.16, 75.1' RT
INLET TYPE MES
INVERT EL. 27.12 |
| (S-737) STA. 1037+44.21, 50.5' LT
INLET TYPE 1
INVERT EL. 17.15
EOP EL. 31.21 | (S-740) STA. 1040+57.89, 64.5' RT
INLET TYPE 2
INVERT EL. 21.08
EOP EL. 31.24 | | |

EXHIBIT E-2



LEGEND
 MILLING AND RESURFACING
 PAVEMENT RECONSTRUCTION

REVISIONS	
DATE	DESCRIPTION

PROSSER
 CREATIVE SOLUTIONS ENGINEERING GROUP
 12405 SOUTHERN PARK DRIVE, SUITE 200
 JACKSONVILLE, FLORIDA 32216-1022
 904.732.8800
 FAX: 904.732.8801
 www.prossereng.com
 1983 LICENSE NUMBER: 10000
 Florida Certificate of Professional Engineer: 180000004

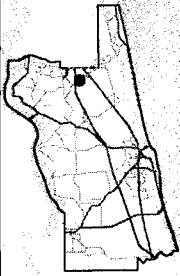
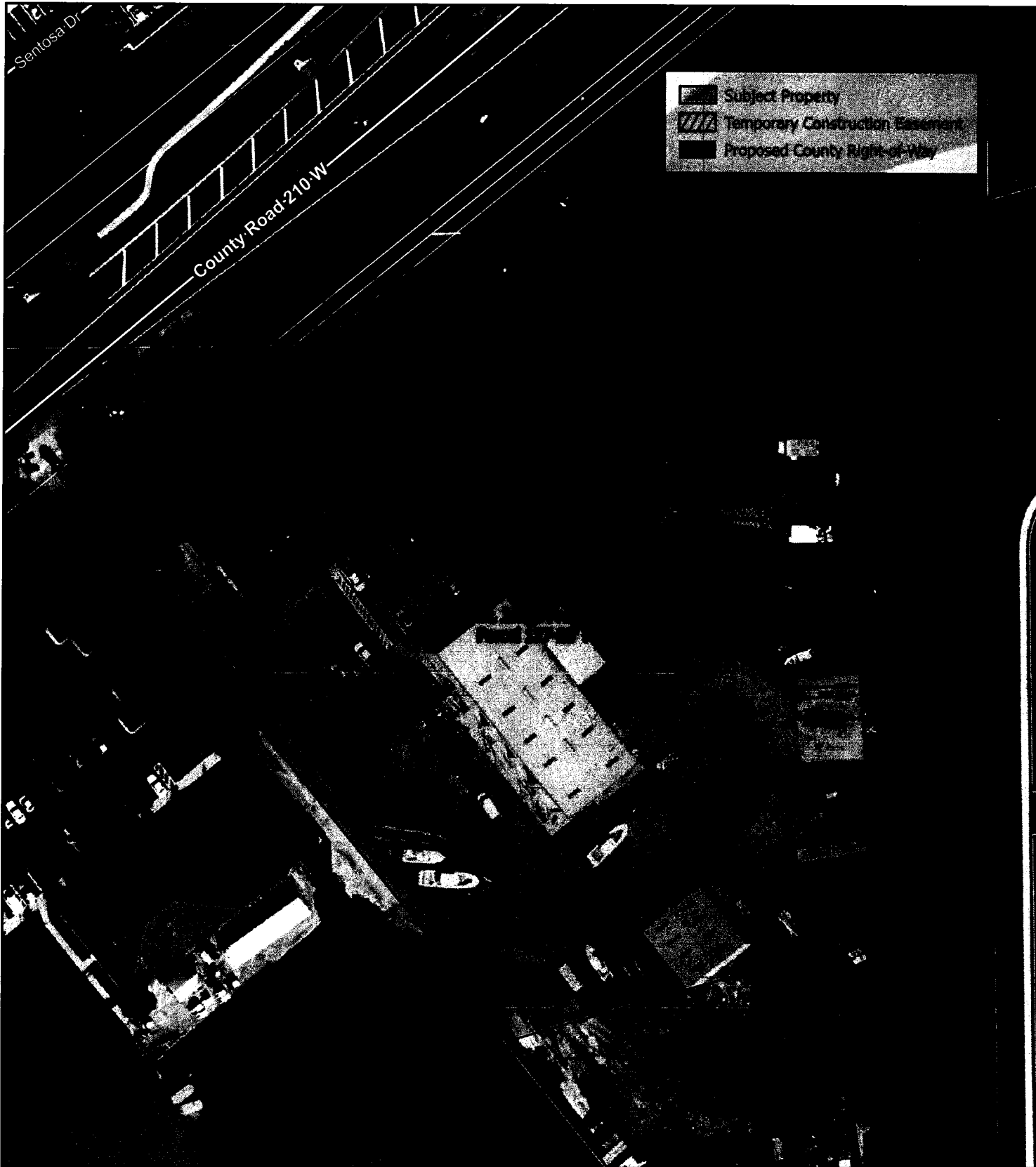


COUNTY ROAD 210 W
 WIDENING
 ST. JOHNS COUNTY, FLORIDA

ROADWAY PLAN

SHEET NO.
 19

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-22.004 F.A.C.



0 25 50
Feet



2021 Aerial Imagery
April 19, 2022

CR 210 Widening Project

Land Management
Systems
Real Estate
Division
(904) 209-0790

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.

