

RESOLUTION NO. 2005- 387

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT OF EASEMENT FOR DRAINAGE IMPROVEMENTS IN PONTE VEDRA.**

**RECITALS**

**WHEREAS**, Patricia A. Keates has executed and presented to the County a Purchase and Sale Agreement of Easement, attached hereto as Exhibit "A" incorporated by reference and made a part hereof, for the acquisition of a perpetual easement for drainage structures located on her property as described in attached agreement; and

**WHEREAS**, this easement will allow the County to improve the existing drainage structures in connection with the Ponte Vedra Drainage Improvement Project and continue to maintain them in the future; and

**WHEREAS**, it is in the best interest of the County to acquire the easement for the purposes mentioned above.

**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 of St. Johns County hereby approves the terms and conditions of the Purchase and Sale Agreement of Easement and authorizes the County Administrator to execute said Purchase and Sale Agreement of Easement.

Section 3. The Clerk of the Courts of St. Johns County is instructed to file the original Purchase and Sale Agreement of Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 13 day of December, 2005.

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

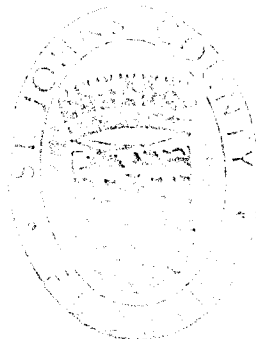
By: James E. Bryant

James E. Bryant, Chairman

**ATTEST:** Cheryl Strickland, Clerk

Patricia A. Grande  
Deputy Clerk

**RENDITION DATE** 12-15-05



**PURCHASE AND SALE AGREEMENT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2005, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **PATRICIA A. KEATES**, as Trustee of the Patricia A. Keates Living Trust and the Richard J. Keates Living Trust, ("Seller"), whose address is 1 Pablo Drive, Ponte Vedra Beach, Florida 32082.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an perpetual exclusive easement on a portion of the 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 easement rights on said piece of property described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for drainage structures and

**NOW THEREFORE**, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$16,000.00. The Purchase Price shall be paid as follows: \*

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	\$16,000.00

**TOTAL PURCHASE PRICE** **\$16,000.00**

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

- There will be an additional amount of \$1,695.00 if this transaction is not closed by 12-31-05.

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 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

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the First American Title Insurance Company, 1750 Tree Boulevard, Suite C, St. Augustine, Florida 32084, on or before sixty days (60) from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. 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.

5. 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) an exclusive perpetual Easement ("Easement") conveying the easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment, the cost of recording the Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

7. 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.

8. 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.

9. 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.

10. 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.

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

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

13. 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: Patricia A. Keates  
1 Pablo Drive  
Ponte Vedra Beach, Florida 32082

Buyer: St. Johns County, Florida, a political subdivision  
Of the State of Florida  
4020 Lewis Speedway  
St. Augustine, Florida 32084

14. 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.

15. 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.

16. 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.

17. 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.

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

**WITNESSES:**

**SELLERS:**

Nanette Bradbury  
Signature

Patricia A. Keates  
Patricia A. Keates

Nanette Bradbury  
Print

Laurie Bradburn  
Signature

Laurie Bradburn



Exhibit "A" to Purchase and Sale  
Agreement of Easement

EASEMENT A

THE PURPOSE OF THIS EASEMENT IS TO ENCOMPASS A DRAINAGE STRUCTURE AND PIPE AT THE INTERSECTION OF PABLO ROAD AND PABLO DRIVE AND ALONG PABLO DRIVE.

A PART OF LOT B, BLOCK 50, PONTE VEDRA AS RECORDED IN MAP BOOK 5, PAGES 24 AND 25 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 50 OF SAID PONTE VEDRA, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 287.52 FEET; THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, THE SAME BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PABLO DRIVE AS NOW ESTABLISHED AS A 30 FOOT RIGHT OF WAY, AND ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 52°47'11" WEST AND A CHORD DISTANCE OF 60.33 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 45°20'13" EAST, DEPARTING FROM SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET; THENCE CONTINUE SOUTH 45°20'13" EAST, ALONG THE NORTHEASTERLY LINE OF AFOREMENTIONED LOT B, BLOCK 50, THE SAME BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF PABLO ROAD AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY, A DISTANCE OF 128.30 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY, A CHORD BEARING OF SOUTH 21°04'14" WEST AND A CHORD DISTANCE OF 36.66 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 334.77 FEET; THENCE SOUTHWESTERLY, ALONG WITH THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF PABLO ROAD, A CHORD BEARING OF SOUTH 76°14'42" WEST AND A CHORD DISTANCE OF 130.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING; THENCE WESTERLY, ALONG AND WITH THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET, AND CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF PABLO ROAD, A CHORD BEARING OF SOUTH 81°10'07" WEST AND A CHORD DISTANCE OF 11.13 FEET TO A POINT ON SAID CURVE; THENCE NORTH 33°29'38" WEST, DEPARTING FROM SAID NORTHWESTERLY RIGHT WAY LINE OF PABLO ROAD, A DISTANCE OF 22.43 FEET; THENCE NORTH 11°10'12" WEST A DISTANCE OF 13.05 FEET; THENCE NORTH 04°05'37" WEST A DISTANCE OF 14.46 FEET; THENCE NORTH 03°17'50" EAST A DISTANCE OF 1.84 FEET; THENCE SOUTH 30°13'08" EAST A DISTANCE OF 53.31 FEET TO THE POINT OF BEGINNING.

EASEMENT B

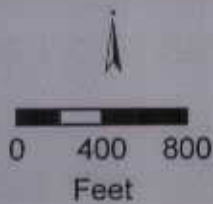
THE PURPOSE OF THIS EASEMENT IS TO ENCOMPASS A DRAINAGE STRUCTURE AT THE NORTHWEST OF CORNER OF THE DRIVEWAY TO NO. 1 PABLO DRIVE.

A PART OF LOT B, BLOCK 50, PONTE VEDRA AS RECORDED IN MAP BOOK 5, PAGES 24 AND 25 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 50 OF SAID PONTE VEDRA, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 287.52 FEET; THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, THE SAME BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PABLO DRIVE AS NOW ESTABLISHED AS A 30 FOOT RIGHT OF WAY, AND ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 52°47'11" WEST AND A CHORD DISTANCE OF 60.33 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 45°20'13" EAST, DEPARTING FROM SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET; THENCE CONTINUE SOUTH 45°20'13" EAST, ALONG THE NORTHEASTERLY LINE OF

AFOREMENTIONED LOT B, BLOCK 50, THE SAME BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF PABLO ROAD AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY, A DISTANCE OF 128.30 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY, A CHORD BEARING OF SOUTH 21°04'14" WEST AND A CHORD DISTANCE OF 36.66 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 334.77 FEET; THENCE SOUTHWESTERLY, ALONG WITH THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF PABLO ROAD, A CHORD BEARING OF SOUTH 76°14'42" WEST AND A CHORD DISTANCE OF 130.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE WESTERLY, ALONG AND WITH THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET, AND CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF PABLO ROAD, A CHORD BEARING OF SOUTH 81°10'07" WEST AND A CHORD DISTANCE OF 11.13 FEET TO A POINT ON SAID CURVE; THENCE NORTH 33°29'38" WEST A DISTANCE OF 22.43 FEET; THENCE NORTH 11°10'12" WEST A DISTANCE OF 13.05 FEET; THENCE NORTH 04°05'37" WEST A DISTANCE OF 14.46 FEET; THENCE NORTH 03°17'50" EAST A DISTANCE OF 1.84 FEET; THENCE CONTINUE NORTH 03°17'50" EAST A DISTANCE OF 23.51 FEET; THENCE NORTH 09°04'06" EAST A DISTANCE OF 16.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 65°48'53" WEST A DISTANCE OF 1.21 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 256.52 FEET; THENCE NORTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 25°06'26" EAST AND A CHORD DISTANCE OF 8.26 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 65°48'53" EAST A DISTANCE OF 6.93 FEET; THENCE SOUTH 24°11'07" WEST A DISTANCE OF 8.26 FEET; THENCE NORTH 65°48'53" WEST A DISTANCE OF 5.85 FEET TO THE POINT OF BEGINNING.



**GENERAL  
LOCATION MAP**



Map Prepared: 11/28/2005

\*Depicts General Project Boundary

**Acquisition of  
Easement for  
Drainage  
Improvements**

File:



St. Johns County  
Land Mgmt. Systems  
Real Estate