

RESOLUTION NO. 2010- 262

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE DRAINAGE EASEMENT NEEDED FOR THE DUVAL/ST. JOHNS STREET DRAINAGE IMPROVEMENTS IN THE WEST ST. AUGUSTINE AREA.

RECITALS

WHEREAS, the property owners have executed and presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit "A, incorporated by reference and made a part hereof, for the acquisition of a Drainage Easement required for the Duval/St. Johns Street Drainage Improvement Project,; and

WHEREAS, the owners, Eddie and Hattie Floyd, have agreed to the appraised value for the land and improvements of \$2,994.00. The drainage easement represents the last easement identified by Prosser Hallock the Consulting Engineers for this project; and

WHEREAS, acquiring a Drainage Easement in this area will help to alleviate the risk of flooding in the area and eliminate areas of stagnant water; and

WHEREAS, the improvements will improve traffic flow for the new Regional Park; and

WHEREAS, this project is a Capital Improvement Project and is funded from the Transportation Trust Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the a Purchase and Sale Agreement for Drainage Easement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement for a Drainage Easement and move forward to close this transaction.

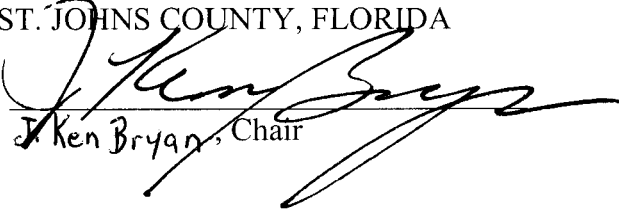
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the original Purchase and Sale Agreement for Drainage Easement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of December, 2010.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:


Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 12/15/10

EXHIBIT "A" to Resolution

PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2010, 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 **EDDIE L. and HATTIE L. FLOYD**, ("Seller"), whose address is 2735 NW 6th Court, Ft. Lauderdale, FL 33311-8660.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a Drainage Easement over the property owned by the Seller and Seller is desirous of selling a Drainage Easement upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire a Drainage Easement of approximately 998 square feet, the Drainage Easement is 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 for the Drainage Easement ("Purchase Price") is **\$1,994.00**, for the easement and **\$1,000.00** for the improvements.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$2,994.00

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

Said Drainage Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement Outline attached hereto as Exhibit "B" and by this reference incorporated herein. If the Easement Property does not have physical and legal access to a dedicated public road, street or highway, then Seller shall provide Buyer with an easement for physical and legal access to the Easement Property from a dedicated public road, street, or highway, to facilitate Buyer's inspection rights under the Drainage Easement, which access is insurable under the title policy called for in Section 2 herein. The owner of the property will be able to construct a driveway at their expense off of St. Johns Street.

4. 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 St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 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 2010 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 Drainage Easement conveying the Drainage Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Seller shall deliver the Deposit and 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.

8. Closing Expenses. Buyer shall pay the cost of recording the Drainage Easement, documentary stamps, and Seller will pay any taxes due. 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 2. 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, if one has been made, 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, if there is one, 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 Drainage Easement.

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 if there is one, 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:	Eddie and Hattie Floyd 2735 NW 6 th Ct. Ft. Lauderdale, FL 33311-8660
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. Seller agrees to pay any real estate commissions that may be owed 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.

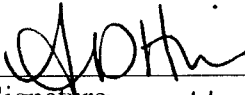
26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

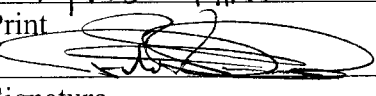
27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and the Closing Date, without such referenced further action of the Board. This accommodation extends only to the Inspection Termination Date and the 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:

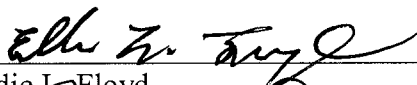


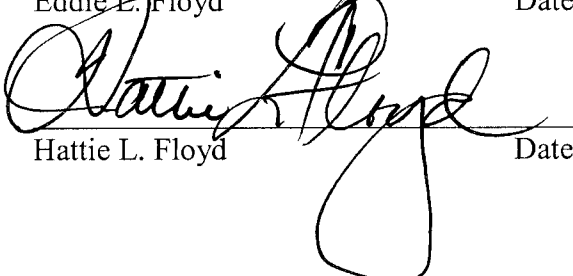
 Signature Date 10-25-10


 Print Signature Date 10-25-10
 Hattie L. Floyd

 Print

SELLERS:



 Eddie L. Floyd Date


 Hattie L. Floyd Date

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, 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: _____
Deputy County Attorney Date

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION:

A PORTION OF LOTS 12 AND 13, BLOCK 14, WESTERN SUBDIVISION OF ST. AUGUSTINE (ALSO KNOWN AS CLARK'S ADDITION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 2°46'16" WEST ALONG THE WEST LINE OF SAID LOTS 12 AND 13 AND THE EASTERLY RIGHT OF WAY LINE OF ST. JOHNS STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 199.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 87°37'39" EAST ALONG THE NORTH LINE OF SAID LOT 12 AND ALONG THE SOUTH RIGHT OF WAY LINE OF FIRST STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 5.02 FEET; THENCE SOUTH 2°46'16" EAST ALONG A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 12 AND 13, A DISTANCE OF 199.67 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 87°27'12" WEST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SECOND STREET, BEING A 30 FOOT WIDE RIGHT OF WAY ACCORDING TO SAID PLAT, A DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING.

LEGEND


- C.R. - COUNTY ROAD
- DRMP - DYER; RIDDLE, MILLS AND PRECOURT, INC.
- LS - LICENSED SURVEYOR
- M.B. - MAP BOOK
- NO. - NUMBER
- PG. - PAGE
- PKWY. - PARKWAY
- (P) - PLATTED
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT OF WAY

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (90).
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 WILLIAM J. MELROSE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 5843


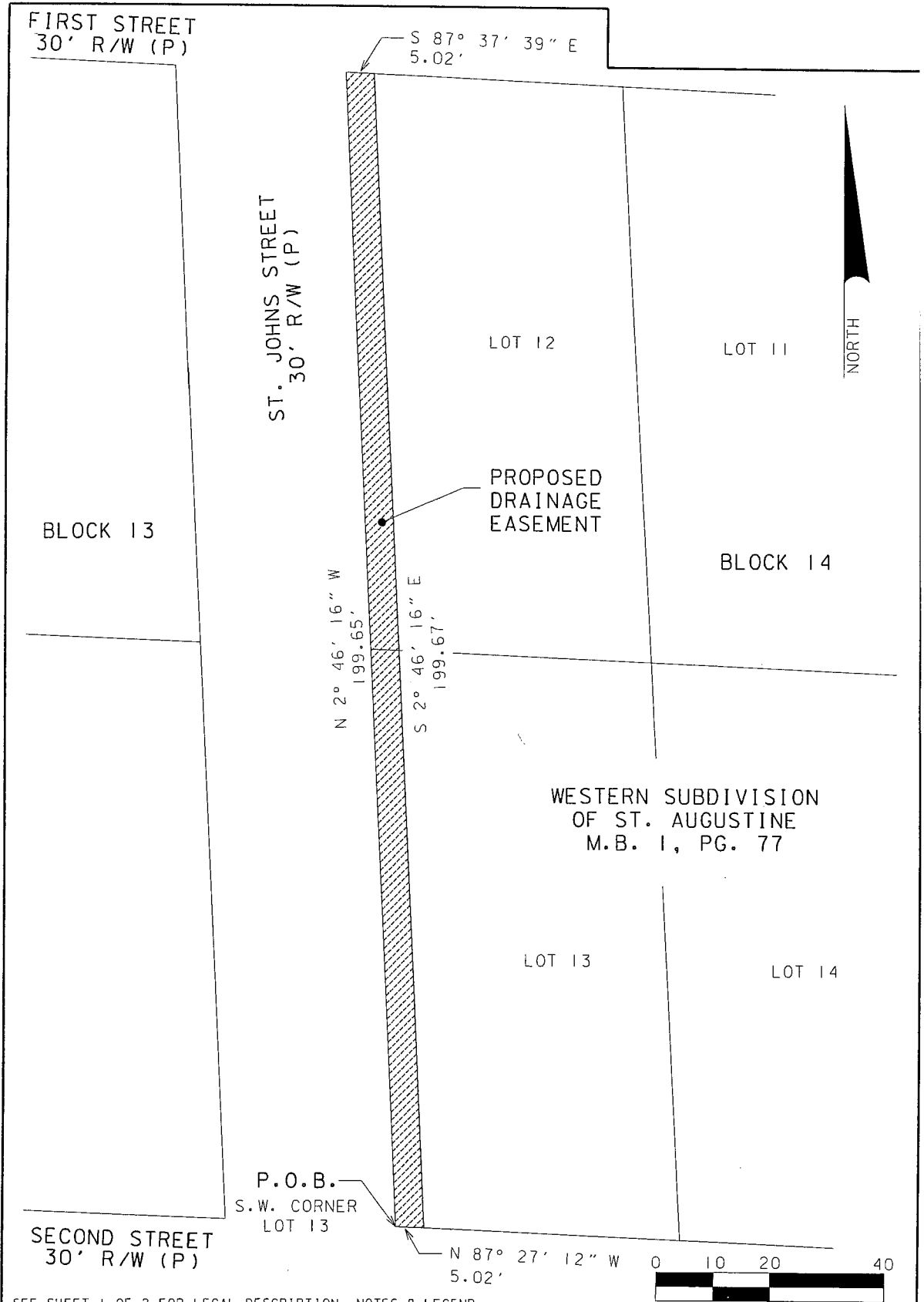
SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA	PROJECT No. 06-1145.000		
		PARCEL No. 131470-0110-A		
DRAINAGE EASEMENT		SHEET 1 OF 2	DATE: 04/10	SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123
			SCALE: NONE	
			CHECKED: JAA	
	REVISION	BY	DATE	

EXHIBIT "A" CONTINUED



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, NOTES & LEGEND.
THIS IS NOT A SURVEY.

SKETCH OF LEGAL DESCRIPTION	WEST AUGUSTINE IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA		PROJECT No. 06-1145.000	
			PARCEL NO. 131470-0110-A	
DRAINAGE EASEMENT	SHEET 2 OF 2		DATE: 04/10	
			SCALE: 1" = 20'	
			CHECKED: JAA	
	REVISION	BY	DATE	DRAWN: WJM
			SKETCH PREPARED BY DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 8001 BELFORT PKWY., SUITE 200 JACKSONVILLE, FLORIDA 32256 (904) 641-0123	

EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this ___ day of _____, 2010, between **EDDIE L. and HATTIE L. FLOYD**, whose address is 2735 NW 6th Court, FL 33311-8660, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

WITNESSETH: That Grantor, for and in consideration of the benefit that Grantor will receive, the receipt of which is hereby acknowledged, has granted and conveyed to the Grantee, its successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to drain surface waters either above or below the surface of the ground, together with the right to install and maintain drainage structures, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

Property described on attached **EXHIBIT "A"**, incorporated by reference and made a part hereof.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

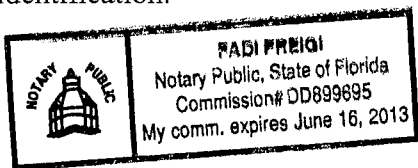
(Sign) [Signature]
(Print) Allison Horton
(Sign) [Signature]
(Print) Fadi Freigy

Grantor:

[Signature]
EDDIE L. FLOYD
[Signature]
HATTIE L. FLOYD

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25th day of October, 2010, by EDDIE L. FLOYD and HATTIE L. FLOYD, who is personally known to me or has produced FLI DL as identification.

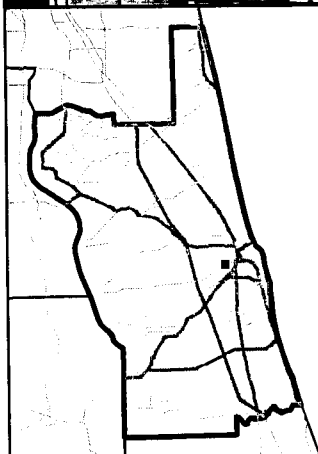


[Signature]
Notary Public
My Commission Expires: June 16, 2013

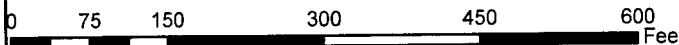
EXHIBIT "A" TO GRANT OF EASEMENT

A PORTION OF LOTS 12 AND 13, BLOCK 14, WESTERN SUBDIVISION OF ST. AUGUSTINE (ALSO KNOWN AS CLARK'S ADDITION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**West St. Augustine
Drainage Improvement Project
Drainage Easement**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 11/2/10
(904) 209-0796



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.