

RESOLUTION NO. 2010- 58

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 CERTAIN PURCHASE AND SALE AGREEMENT OF EASEMENT AND ACCEPTING A DRAINAGE EASEMENT ALONG FOUR MILE ROAD AS PART OF SEGMENT III OF THE NORTH VOLUSIA STREET/FOUR MILE ROAD IMPROVEMENT PROJECT.

RECITALS

WHEREAS, Winston F. Nash and Jean M. Jones, husband and wife, owners of property along Four Mile Road, have executed and presented to the County a Purchase and Sale Agreement of Easement and Drainage Easement, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, proposed drainage improvements will be constructed along Four Mile Road including the west boundary of the subject property; and

WHEREAS, the property owner is providing a 10-foot wide access easement to the County to allow for construction of drainage improvements and future maintenance of drainage facilities; and

WHEREAS, approval of the Purchase and Sale Agreement of Easement and acceptance of the Drainage Easement will better serve the health, safety and welfare of the citizens in this area.

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 of the Purchase and Sale Agreement of Easement and accepts the Drainage Easement in the form attached hereto.

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 of Circuit Court is instructed to record the original Purchase and Sale Agreement of Easement and Drainage Easement in the Official Records of St. Johns County, Florida.

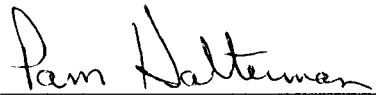
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 16th day of March, 2010.

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

BY: 

Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 3/18/10

PURCHASE AND SALE AGREEMENT OF 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 **WINSTON F. NASH and JEAN M. JONES**, husband and wife, whose address is, 900 Four Mile Road, St. Augustine, Florida 32084 ("Seller").

WITNESSETH:

WHEREAS, the Buyer (County) is desirous of purchasing a drainage easement on a portion of the property owned by Seller and Seller is desirous of selling the same upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire certain easement rights (the "Easement") for drainage improvements on said property described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Easement Area").

NOW THEREFORE, it is mutually agreed as follows:

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

2. Purchase Price.

(a) The purchase price for the Easement ("Purchase Price") is Three Thousand Two Hundred and 00/100 (\$3,200.00). The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<u>\$3,200.00</u>
TOTAL PURCHASE PRICE		\$3,200.00

Payment of the Purchase Price shall be in cash, by cashiers check, or by wire transfer to an account designated by Seller.

3. 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 Easement, an easement 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 (defined below) and all subsequent years;

(iii) restrictions and matters appearing on the plat relating to the Easement Area;
and

(iv) any and all other matters of record relating in any way to the Easement Area.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Easement (“Closing”) shall take place at the offices of Action Title Services of St. Johns County, Inc., 3670 US 1 South, Suite 110, St. Augustine, FL 32086, on or before ninety (90) from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

5. 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.

6. 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 Drainage Easement (“Easement”) granting certain easement rights to the Easement Area, subject only to the terms and conditions of the Drainage Easement and the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) the form and substance of the Drainage Easement shall be mutually acceptable to Buyer and Seller.

(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 Easement 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.

7. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Seller will be responsible for property taxes to day of closing. Each party shall bear the expense of its own legal counsel.

8. 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 Easement.

9. 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.

10. 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.

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 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.

12. 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.

13. Termination of Contract. If Buyer for any reason determines that the Easement Area 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"). Such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate. If Buyer fails to timely deliver such notice, Buyer will have waived, and will be deemed to have waived, its right to terminate this Agreement and the parties hereto shall proceed to closing as set forth hereunder.

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

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

16. 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: **Winston F. Nash and Jean M. Jones**
900 Four Mile Road
St. Augustine, Florida 32084

Buyer: **St. Johns County, Florida, a political subdivision
of the State of Florida**
500 San Sebastian View
St. Augustine, Florida 32084

Escrow Agent: **Action Title Services of St. Johns County, Inc.**
3670 US 1 South, Suite 100
St. Augustine, Florida 32086
(904) 797-4777

17. 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.

18. 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.

19. 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.

20. 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.

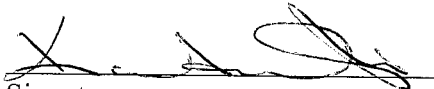
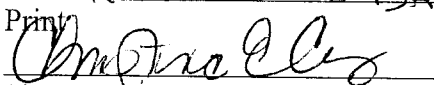
21. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in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

22. 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.

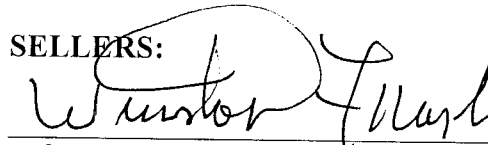
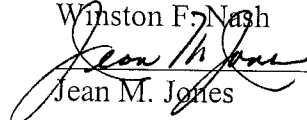
23. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records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

 2-20-10
 Signature Date
 KAREN ANN DAISE
 Print

 Signature Date
 Christina E Crews
 Print

SELLERS:

 20 Feb 10
 Winston F. Nash Date
 2/20/2010
 Jean M. Jones Date

WITNESSES:

 Signature Date

 Print

 Signature Date

 Print

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

By: _____
 Michael D. Wanchick Date
 County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
 Deputy Clerk

Legally Sufficient:

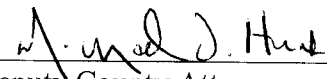
By:  3/16/10
 Deputy County Attorney Date

Exhibit “A”

**THE WEST 10 FEET OF LOT 24, BLOCK 90, AFRO-AMERICAN
SUBDIVISION OF THE DANCY TRCT UNIT NO. 2, ACCORDING
TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP
BOOK 4, PAGE 28, OF THE PUBLIC RECORDS OF ST. JOHNS
COUNTY, FLORIDA.**

Exhibit "B" to the Resolution

Prepared by:
Cecelia Aldrich
St. Johns County
Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 20TH day of FEBRUARY, 2010 between **WINSTON F. NASH and JEAN M. JONES, husband and wife**, whose address is 900 Four Mile Road, St. Augustine, Florida 32084, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and perpetual easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, maintain, improve, and/or repair either above or below the surface of the ground, drainage facilities, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

The west 10 feet of Lot 24, Block 90, AFRO-AMERICAN SUBDIVISION OF THE DANCY TRCT Unit No. 2, according to the map or plat thereof as recorded in Map Book 4, Page 28, of the public records of St. Johns County, Florida.

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of rights herein granted.

IN WITNESS WHEREOF, 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) KAZZ J. DAISH
(Sign) [Signature]
(Print) Christina E Crews

Grantors:
[Signature]
Winston F. Nash
[Signature]
Jean M. Jones

STATE OF FLORIDA
COUNTY OF ST. JOHNS

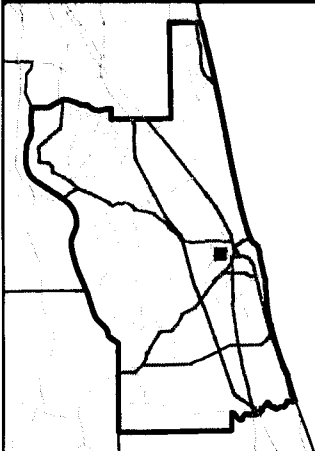
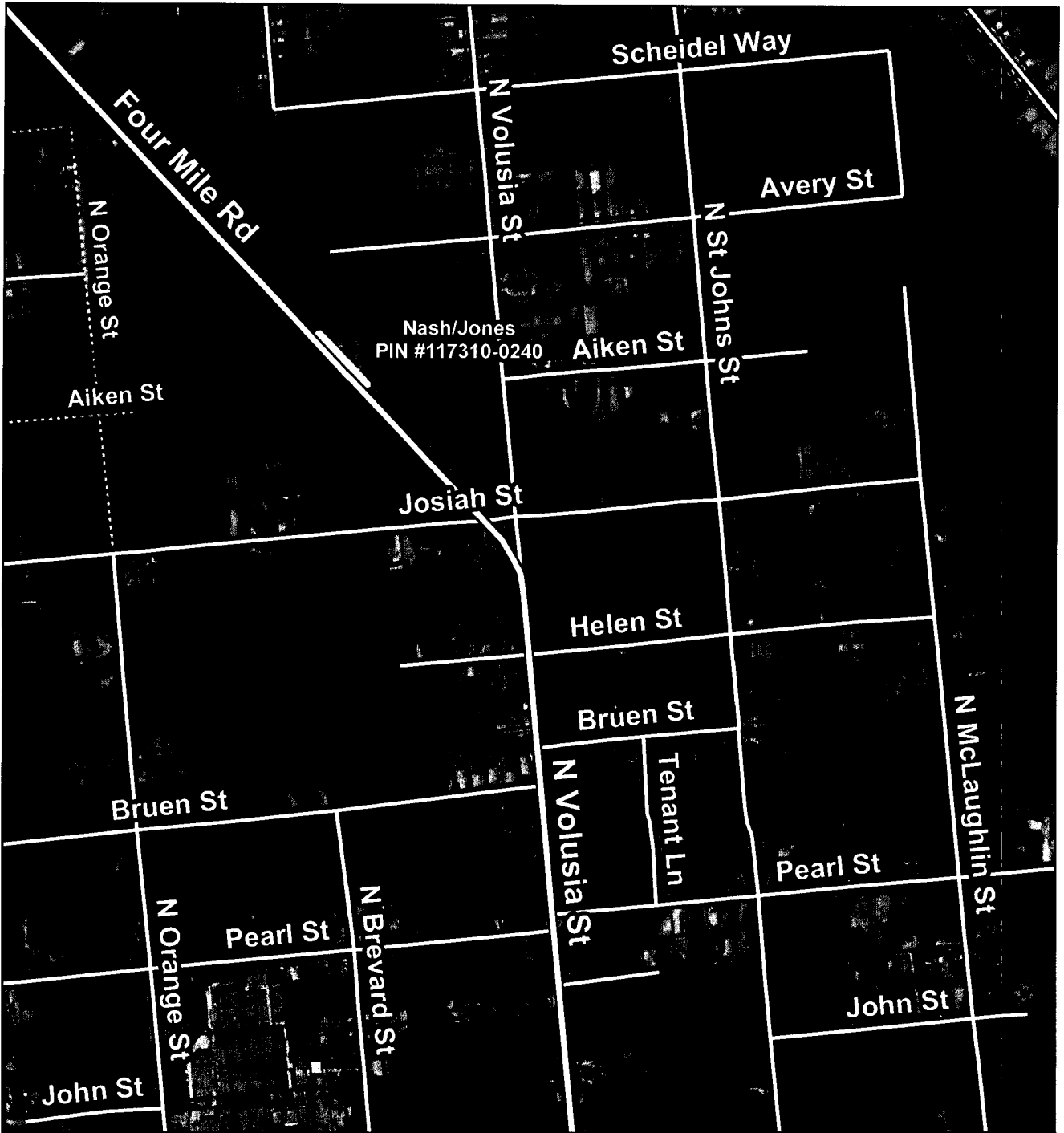
The foregoing instrument was acknowledged before me this 20 day of Feb, 2010, by **WINSTON F. NASH and JEAN M. JONES**, who are personally known to me or have produced FLDL as identification.



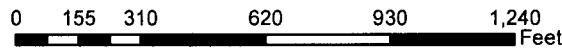
Donna M. Fountain

Notary Public

My Commission Expires: Feb 9, 2013



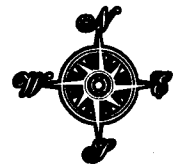
**Seg. III - No. Volusia St./
Four Mile Road
Improvement Project
Drainage Easement**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
February 17, 2010
(904) 209-0786



2008 Aerial Imagery

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