

RESOLUTION NO. 2010-¹¹~~40~~ 45

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 TWO AGREEMENTS FOR THE EASEMENTS AND A PURCHASE AND SALE AGREEMENT FOR A LOT REQUIRED FOR THE RAVENSWOOD DRAINAGE IMPROVEMENT PROJECT.

RECITALS

WHEREAS, three separate property owners have executed and presented to the County their Agreement, attached hereto as Exhibits "A", "B" and "C", incorporated by reference and made a part hereof, for the acquisition of easements and a lot required for the Ravenswood Drainage Improvement Project; and

WHEREAS, the owners, Creekside Investing, Inc. have agreed to the appraised value for the purchase of their lot in the amount of \$10,000.00, owner Donald Joe Sutton agreed to the appraised value for a Temporary Construction Easement and a Permanent Easement in the amount of \$350.00 and owners Joseph Maure, Sr. and Mary M. Maure has agreed to donate the property required for a Grant of Drainage Easement. These easements and lot represents the seventh, eighth and ninth of the twelve required for the improvements that were identified by Matthews Design Group, Inc., the Consulting Engineers for this project; and

WHEREAS, a drainage study was performed in this area and was confirmed that approximately 1040' of terracotta pipe is broken and not-functional which is causing sink holes. The drainage serves Ravenswood Drive and the surrounding private property, but the majority of the pipe is on Ravenswood right of way; and

WHEREAS, the improvements will improve the drainage in this area; and

WHEREAS, this is associated with the Disaster Recovery Initiative Community Development Block Grant 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 Agreement for the easements and the lot and authorizes the County Administrator, or designee, to execute the Agreements 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.

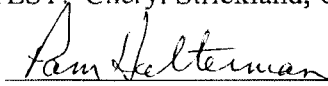
Section 4. The Clerk is instructed to file the original Agreements for Easements and Purchase and Sale Agreement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/4/11



EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

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 CREEKSIDE INVESTING, INC. ("Seller"), whose address is 2520 SR207, St. Augustine, FL 32086.

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 the lot located in Ravenswood Subdivision, the property 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 ("Purchase Price") is \$10,000.00 subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within thirty (30) days of Commission Approval (hereinafter defined)	\$1,000.00
(ii) Cash to Close	Closing Day	\$9,000.00
TOTAL PURCHASE PRICE		\$10,000.00

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

3. Title Evidence.

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

(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 and receiving a return of the Deposit.

4. Identity and Obligation of Escrow Agent.

(a) Paradise Title, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall

be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

5. 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 Escrow Agent, Paradise Title on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

7. 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.

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) a general warranty deed ("Deed") conveying the fee simple title to the Property, 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, Escrow Agent 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.

9. 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, property taxes to day of closing, 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. Each party shall bear the expense of its own legal counsel.

10. 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.

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. 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, 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 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 to Buyer, and upon such return, this Agreement shall terminate.

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

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

20. 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.

21. 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: **Creekside Investing, Inc.**

2520 SR207

St. Augustine, FL 32086

Buyer: **St. Johns County, Florida, a political subdivision**

Of the State of Florida

500 San Sebastian View

St. Augustine, Florida 32084

Escrow Agent: Paradise Title of St. Augustine

22. 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.
23. 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.
24. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.
25. 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.
26. 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.
27. 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.)
28. 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.
29. 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:

Terry W. Pacetti
Signature _____ Date _____

TERRY W. PACETTI
Print _____

Edith H Barnes
Signature _____ Date _____

EDITH H. BARNES
Print _____

WITNESSES:

Signature _____ Date _____

Print _____

Signature _____ Date _____

Print _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

SELLERS:

Creekside Investing, Inc.

by: Faith E. Cimino
_____ Date _____

FAITH E. CIMINO
PRESIDENT

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: _____

Deposit received by

_____,
(Escrow Agent), which the Escrow Agent
agrees to return in accordance with the terms
and conditions within the Agreement.

ESCROW AGENT

By: (Title Company Name)

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Lot 251, Block L or 66, Ravenswood Subdivision, according to the plat of same on file in the Office of the Clerk of Circuit Court of St. Johns County, Florida.

EXHIBIT "B" TO RESOLUTION

AGREEMENT

THIS AGREEMENT is made this 7 day of JANUARY, ²⁰¹¹ ~~2010~~, by and between DONALD JOE SUTTON, whose address is 142 Masters Street, St. Augustine, Florida 32084, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084.

RECITALS:


- A. St. Johns County has a project named Ravenswood Drainage Improvements and this project is associated with the Disaster Recovery Initiative Community Development Block Grant Ravenswood Drainage Project. It is funded by the Federal Department of Housing and Urban Development through the Florida Department of Community Affairs.
- B. The owner of this property needs to execute a Temporary Construction Easement and a Permanent Easement, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, allowing use of their property for the improvements.
- C. In executing the Temporary Construction Easement and Permanent Easement, Donald Joe Sutton will be compensated \$350.00 the appraised value for the easements.

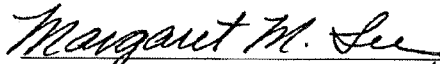
NOW THEREFORE, in consideration of the mutual agreement made herein, St. Johns County and Donald Joe Sutton agrees as follows:

- 1. RECITALS. The parties agree that the matters set forth in the Recitals are true and correct.
- 2. PAYMENT. St. Johns County will compensate Donald Joe Sutton, \$350.00 for the Temporary Construction Easement and the Permanent Easement.

IN WITNESS WHEREOF, St. Johns County and Donald Joe Sutton have caused this Agreement to be executed and delivered by her duly appointed officer, the day and year first above written.

Signed in the presence of:


Witness Print Name: Donna Sylvia


Witness Print Name: Margaret M LEE


DONALD JOE SUTTON

ST. JOHNS COUNTY

Witness Print Name: _____

MICHAEL D. WANCHICK
County Administrator

Witness Print Name: _____

Prepared by: **EXHIBIT "B" TO AGREEMENT**
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this 7 day of JANUARY, 2010²⁰¹¹, between **DONALD JOE SUTTON**, whose address is P.O. Box 4498, St. Augustine, FL, 32085-4498 hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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.

THIS EASEMENT REPLACES EASEMENT RECORDED IN OR3341, PAGE 1198, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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) Donna Silvia
(Print) Donna Silvia

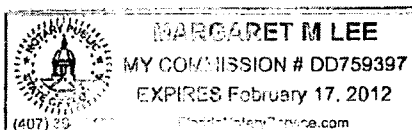
Grantor:

Donald Joe Sutton
DONALD JOE SUTTON

(Sign) Margaret M. Lee
(Print) Margaret M. LEE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 2010²⁰¹¹, by Donald Joe Sutton who is personally known to me or has produced Personally Known as identification.



Margaret M. Lee
Notary Public
My Commission Expires: 2/17/12

EXHIBIT "A"
Permanent Easement

A TRIANGULAR PARCEL OF LAND LYING IN LOT 178 BLOCK I (ALSO KNOWN AS BLOCK 69) OF WHITNEY'S SUBDIVISION OF PART OF RAVENSWOOD AS RECORDED IN MAP BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID TRIANGULAR PARCEL OF LAND FRONTING 20 FEET ON RAVENSWOOD DRIVE AS NOW ESTABLISHED AND 20 FEET ON MASTERS DRIVE AS NOW ESTABLISHED. CONTAINING 200 SQUARE FEET, MORE LESS.

Prepared by: **EXHIBIT "A" TO AGREEMENT**
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 7 day of JANUARY, ²⁰¹¹ ~~2010~~, by and between **Donald Joe Sutton**, whose address is P.O. Box 4498, St. Augustine, Florida 32085-4498 as grantor and **St. Johns County**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete. The project will begin in November and will take six to eight months to complete. The property will be put back to its original or better condition when the project is complete.
THIS TCE REPLACES TCE RECORDED IN OR3341, page1200, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

Donna Sylvia
Print Witness Name: Donna Sylvia

GRANTORS:
Donald Joe Sutton
Donald Joe Sutton

Margaret M. Lee
Print Witness Name: Margaret M. Lee
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of January, ~~2010~~, by Donald Joe Sutton, who is personally known to me, or has produced Personally known as identification.

Margaret M. Lee
Notary Public

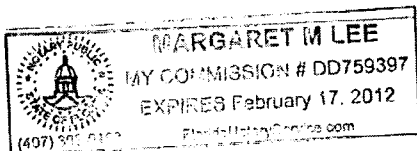


EXHIBIT "A"

Temporary Easement

PARENT PIN 110710 0000 SUTTON

A TRIANGULAR PARCEL OF LAND LYING IN LOT 177 BLOCK I (ALSO KNOWN AS BLOCK 69) OF WHITNEY'S SUBDIVISION OF PART OF RAVENSWOOD AS RECORDED IN MAP BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID TRIANGULAR PARCEL OF LAND FRONTING 15 FEET ON RAVENSWOOD DRIVE AS NOW ESTABLISHED AND 15 FEET ON SPRING STREET AS NOW ESTABLISHED. CONTAINING 112.5 SQUARE FEET, MORE LESS.

EXHIBIT "C" TO RESOLUTION

AGREEMENT

THIS AGREEMENT is made this 8th day of December 2010, by and between **JOSEPH MAURE, SR., and MARY M. MAURE**, whose address is ~~214 Ravenswood Drive~~ ^{1405 master Dr. jk}, St. Augustine, Florida 32084, and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084.

RECITALS:

- A. St. Johns County has a project named Ravenswood Drainage Improvements and this project is associated with the Disaster Recovery Initiative Community Development Block Grant Ravenswood Drainage Project. It is funded by the Federal Department of Housing and Urban Development through the Florida Department of Community Affairs.
- B. The owner of this property needs to execute a Grant of Drainage Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, allowing temporary use of their property for the improvements.
- C. In executing the Grant of Drainage Easement, Joseph Maure, Sr. and Mary M. Maure will be compensated \$100.00 the appraised value for the easement.

NOW THEREFORE, in consideration of the mutual agreement made herein, St. Johns County and Joseph Maure, Sr. and Mary M. Maure agree as follows:


1. **RECITALS.** The parties agree that the matters set forth in the Recitals are true and correct.

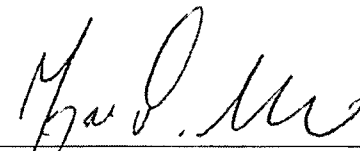
2. **PAYMENT.** St. Johns County will compensate Joseph Maure, Sr. and Mary M. Maure, \$100.00 for the Temporary Construction Easement.

IN WITNESS WHEREOF, St. Johns County and Joseph Maure, Sr. and Mary M. Maure have caused this Agreement to be executed and delivered by her duly appointed officer, the day and year first above written.

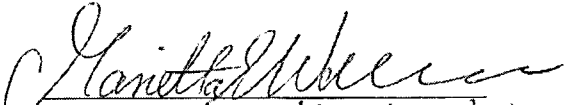
Signed in the presence of:

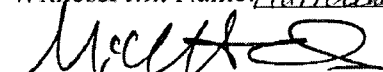

Witness Print Name: Marietta E. Workman


Witness Print Name: Mike Sites


JOSEPH MAURE, SR.


MARY M. MAURE


Witness Print Name: Marietta E. Workman


Witness Print Name: Mike Sites

ST. JOHNS COUNTY

MICHAEL D. WANCHICK
County Administrator

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

EXHIBIT 'A' TO AGREEMENT

GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, 2010, between **Joseph Maure, Sr. and Mary M. Maure, husband and wife**, whose address is 5455 Pelican Way, St. Augustine, FL, 32080-7153 hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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) *Marietta E. Workman*
(Print) Marietta E. Workman

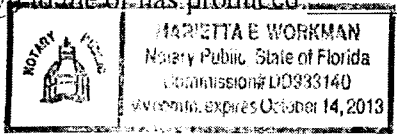
(Sign) *Mike Stiles*
(Print) Mike Stiles

Grantor:
Joseph P. Maure Sr.
Joseph Maure, Sr.

Mary M. Maure
Mary M. Maure

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 5th day of December, 2010, by Joseph Maure, Sr. and Mary M. Maure, who is personally known to me or has produced _____ as identification.



Marietta E. Workman
Notary Public
My Commission Expires: Oct 14, 13

EXHIBIT "A"

PARENT PIN 110965 2540 MAURE

THE NORTHERLY 5 FEET OF A TRIANGULAR PARCEL OF LAND LYING IN LOT 254 BLOCK M (ALSO KNOWN AS BLOCK 90) OF WHITNEY'S SUBDIVISION OF PART OF RAVENSWOOD AS RECORDED IN MAP BOOK 1, PAGE 116 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID TRIANGULAR PARCEL OF LAND FRONTING 15 FEET ON RAVENSWOOD DRIVE AS NOW ESTABLISHED AND 15 FEET ON MASTERS DRIVE AS NOW ESTABLISHED. CONTAINING 12.5 SQUARE FEET, MORE LESS.

See easement recorded in OR 12 Pg 333

AGREEMENT ATTACHMENT

ST JOHNS COUNTY DRI-CDBG
WAIVER OF RIGHTS AND BENEFITS OF THE
UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42
U.S.C. 4601) (07.02)

WHEREAS, St Johns County Florida, has received Community Development funds from the Florida Department of Community Affairs, and;

WHEREAS, one of the conditions imposed upon the use of such funds is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), hereafter referred to as the Uniform Act, and the regulations at 24 C.F.R. Part 42, and;

WHEREAS, the Uniform Act requires that real property shall be appraised before the initiation of negotiations; and;

WHEREAS, the Uniform Act requires that St Johns County establish an amount it believes to be "Just Compensation" for the property to be acquired before the initiation of negotiations, and;


WHEREAS, as to the property specifically described as follows:

(Describe Property)

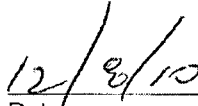
SEE EXHIBIT "A" ATTACHED HERETO

I have determined it to be in my best interest to waive any rights and benefits accruing to me under the Uniform Act, and;

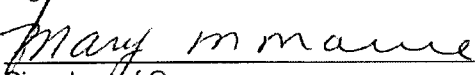
NOW, THEREFORE, let it be known that by my signature hereon I freely and without duress waive any and all rights accruing to me under the Uniform Act. Specifically, I have been advised that my property, or any interest therein, is valued at \$100.00 and this sum is required to be paid to me if my property is acquired by St Johns County and if I elect not to execute this waiver.



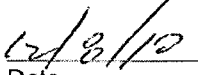
Signature of Owner



Date



Signature of Owner



Date

Acquiring Official

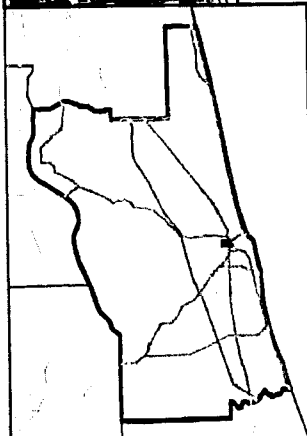
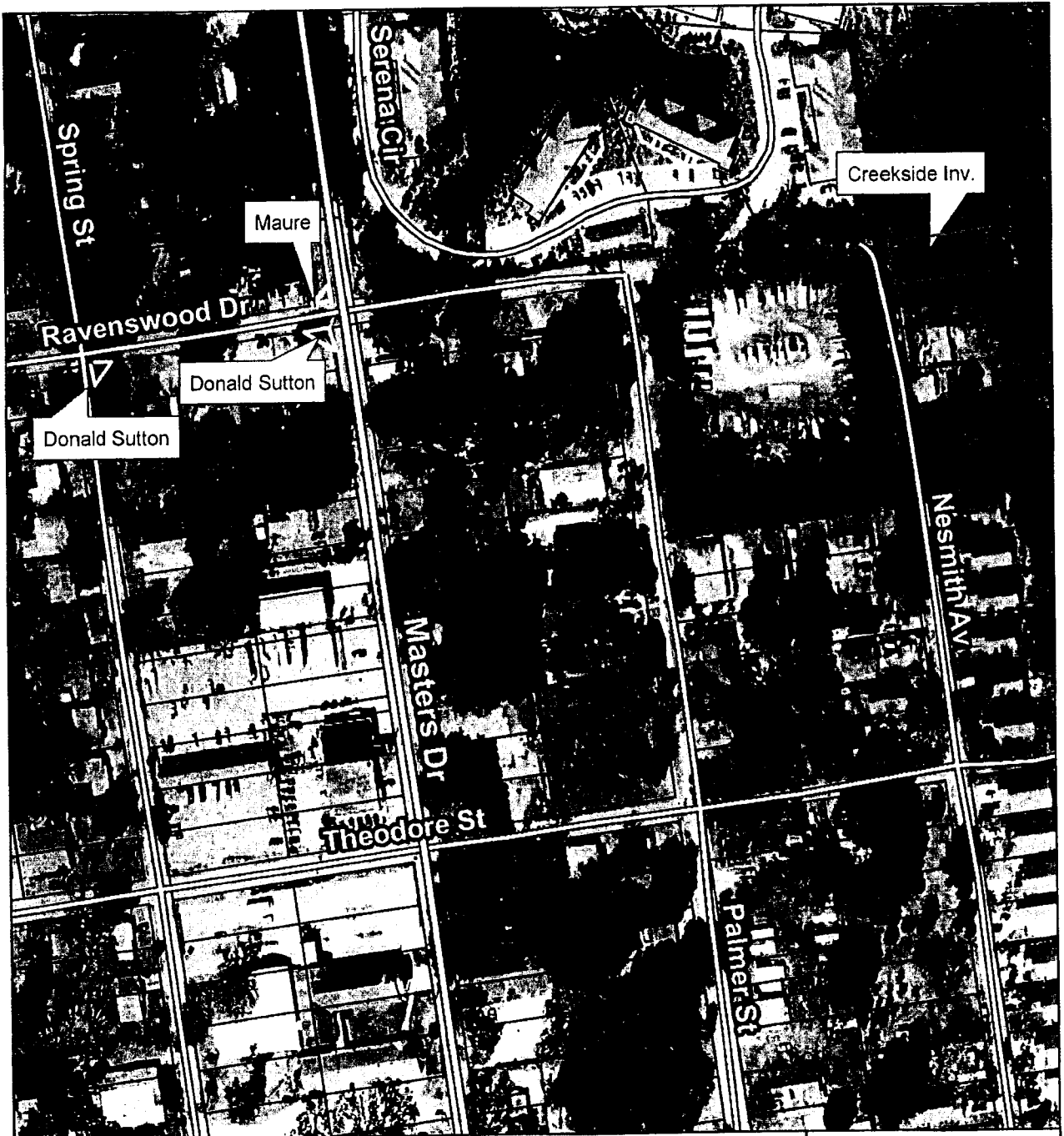
Date

EXHIBIT "A"

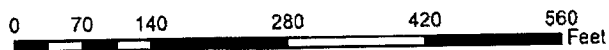
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See easement recorded in OR 12 Pg 333



Ravenswood Drainage Improvement Project



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 1/28/11
(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.