

RESOLUTION NO. 2011- 46

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR SEWER FORCE MAIN EASEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, TNT Property Ventures, LLC has executed and presented to St. Johns County a Purchase and Sale Agreement for Sewer Force Main Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the acquisition of a perpetual easement for a sewer force main that crosses their property at the northeast intersection of U.S. 1 and Pine Island Road; and

WHEREAS, the easement will allow the County to construct and maintain the sewer force main that will serve the Pine Island Fire Station; and

WHEREAS, it is in the best interest of the County to acquire the easement for the purposes mentioned above for the health, safety and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

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

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreement for Sewer Force Main Easement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County and take the necessary action to facilitate and close the purchase in accordance with the terms of the agreement.

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

Section 4. To the extent that there are typographical and/or administrative 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.

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: Pam Halteman
Deputy Clerk

RENDITION DATE 3/4/11



PURCHASE AND SALE AGREEMENT FOR SEWER FORCE MAIN EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of Feb 4, 2011, 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 TNT PROPERTY VENTURES, LLC, a Florida limited liability company, ("Seller"), whose address is 1518 Cedar Grove Terrace, Fleming Island, Florida 32003.

WITNESSETH:

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

WHEREAS, it is in the public interest for the Buyer to acquire a Sewer Force Main Easement of 174.0 square feet, across property described 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 clauses are incorporated into the body of this Agreement, and such Whereas clauses are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price for the Sewer Force Main Easement ("Purchase Price") is \$1,000.00.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$1,000.00

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

3. Closing. The closing of the purchase of the Sewer Force Main Easement ("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.

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) a Sewer Force Main Easement granting the easement interest in the Property, to the Buyer.

(b) At the Closing, Buyer shall deliver the cash to close, to Seller in accordance with Section 2.

(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 recording the Sewer Force Main Easement and documentary stamps.

7. 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.

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

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

10. 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.

11. 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.

12. 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.

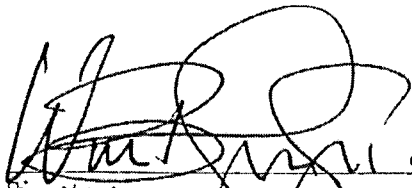
13. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

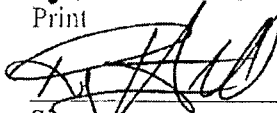
14. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

15. 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 2-4-11
William B. GIRSON 2-4-11
Print


Signature _____ Date 2-4-11
RYAN HOWELL 2-4-11
Print

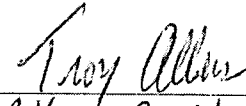
WITNESSES:

Signature _____ Date

Print

SELLERS:

TNT Property Ventures, LLC,
a Florida limited liability company

By: 
Troy Allen 2-4-11 Date
Print
Its Managing Member

BUYER:

ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

Legally Sufficient

By: _____
Deputy Clerk

By: _____
Deputy County Attorney Date

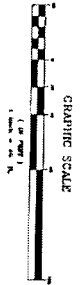
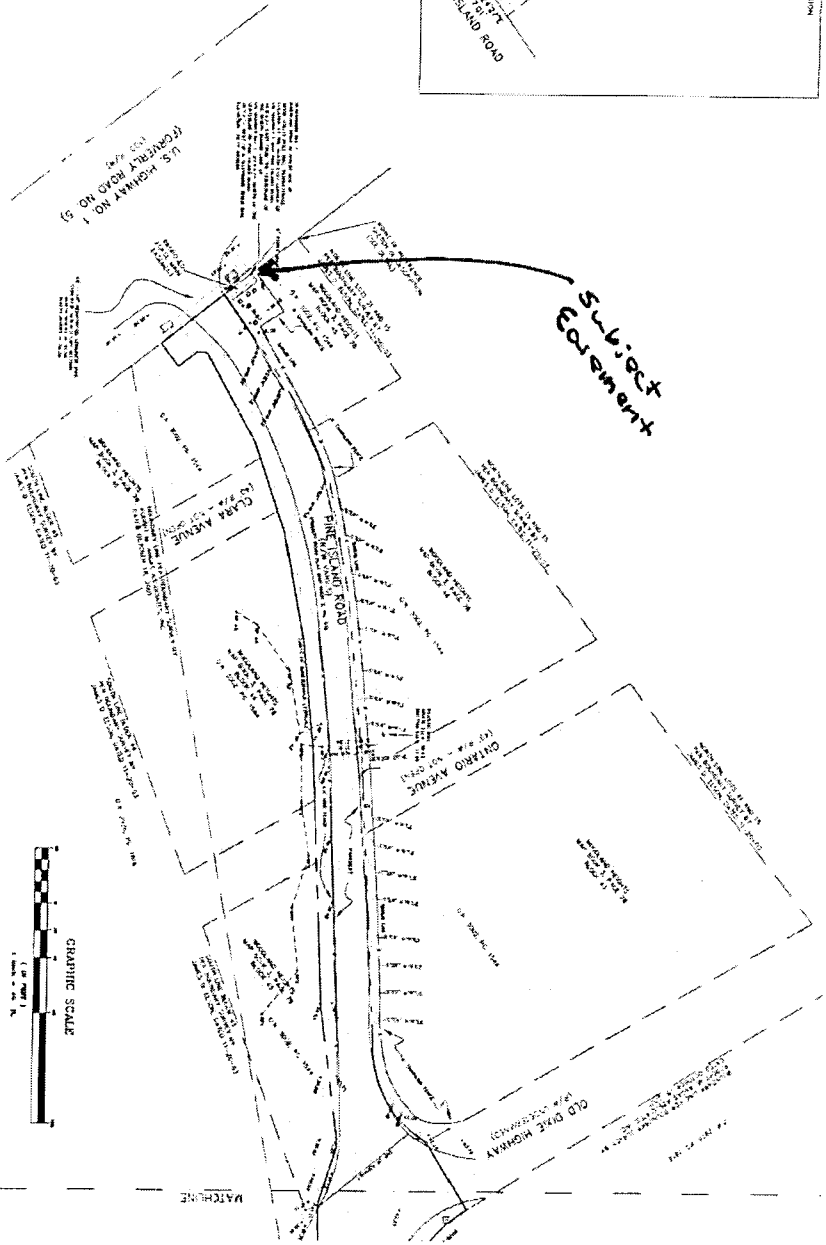
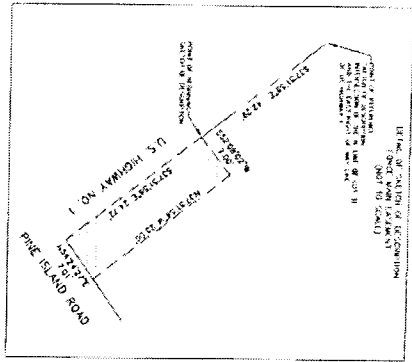
EXHIBIT "A"

SEWER FORCE MAIN EASEMENT

A PARCEL OF LAND IN BLOCK 45 OF WOODLAND HEIGHTS, AS RECORDED IN MAP BOOK 3, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 31, BLOCK 45 OF SAID WOODLAND HEIGHTS, WITH THE EAST RIGHT OF WAY LINE OF US HIGHWAY 1 AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY; THENCE SOUTH 37°51'58" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 42.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 37°51'58" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 24.72 FEET TO THE NORTH RIGHT OF WAY LINE OF PINE ISLAND ROAD, AS RECORDED IN COUNTY ROAD PLAT MAP BOOK 2, PAGE 53 OF THE SAID PUBLIC RECORDS; THENCE NORTH 54°24'27" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 7.01 FEET; THENCE NORTH 37°51'58" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 52°08'02" WEST A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINING 174.0 SQUARE FEET, MORE OR LESS.

MAP SHOWING A TOPOGRAPHIC SURVEY OF A
 PART OF WOODLAND HEIGHTS, AS RECORDED IN
 MAP BOOK 3, PAGE 78
 OF THE PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLORIDA
 AND A PART OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 29 EAST
 OF SAID COUNTY, FLORIDA.

FOR: ST. JOHNS COUNTY CONSTRUCTION SERVICES



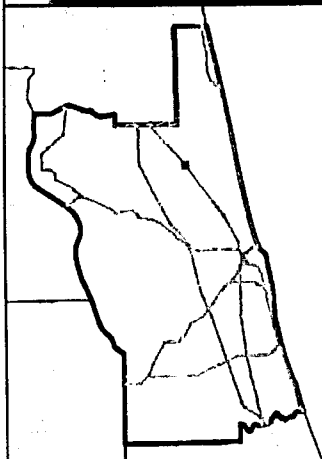
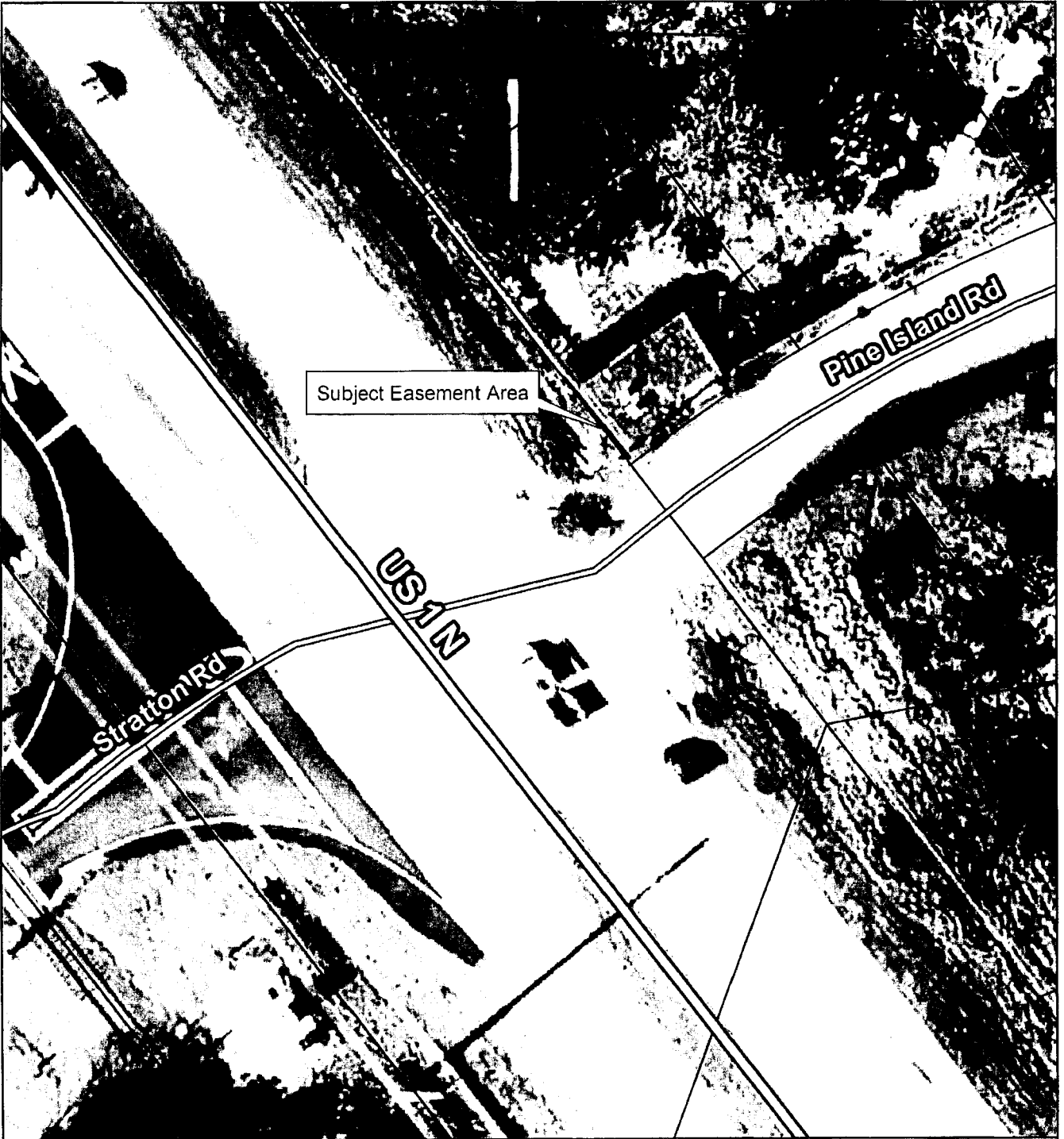
ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION
 500 SAN SEBASTIAN WAY
 ST. AUGUSTINE, FLORIDA 32084
 Phone (904) 305-0794

PINE ISLAND FIRE STATION
 TOPOGRAPHIC SURVEY

DATE: 11/27/2012

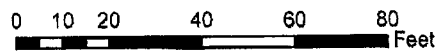
ST. JOHNS COUNTY
 SURVEYING AND MAPPING DIVISION
 500 SAN SEBASTIAN WAY
 ST. AUGUSTINE, FLORIDA 32084
 Phone (904) 305-0794

- SYMBOL LEGEND**
- 1. Contour Interval: 5 Feet
 - 2. Contour Lines: Solid for elevation, dashed for depression
 - 3. Spot Elevation: Indicated by a small circle with a number inside
 - 4. Property Boundary: Dashed line
 - 5. Easement: Red arrow
 - 6. Road: Solid line with width
 - 7. Water: Blue wavy lines
 - 8. Building: Solid black shape
 - 9. Utility Line: Dashed line with cross-ticks
 - 10. Fence: Dashed line with short dashes
 - 11. Boundary of Survey: Dotted line
 - 12. Boundary of Section: Dotted line
 - 13. Boundary of Township: Dotted line
 - 14. Boundary of Range: Dotted line
 - 15. Boundary of County: Dotted line
 - 16. Boundary of State: Dotted line
 - 17. Boundary of Federal Land: Dotted line
 - 18. Boundary of Private Land: Dotted line
 - 19. Boundary of Public Land: Dotted line
 - 20. Boundary of National Forest: Dotted line
 - 21. Boundary of National Monument: Dotted line
 - 22. Boundary of National Park: Dotted line
 - 23. Boundary of National Preserve: Dotted line
 - 24. Boundary of National Wildlife Refuge: Dotted line
 - 25. Boundary of National Antiquities Monument: Dotted line
 - 26. Boundary of National Historic Landmark: Dotted line
 - 27. Boundary of National Historic Site: Dotted line
 - 28. Boundary of National Historic Monument: Dotted line
 - 29. Boundary of National Historic Park: Dotted line
 - 30. Boundary of National Historic Shrine: Dotted line
 - 31. Boundary of National Historic Battlefield: Dotted line
 - 32. Boundary of National Historic Battlefield Monument: Dotted line
 - 33. Boundary of National Historic Battlefield Park: Dotted line
 - 34. Boundary of National Historic Battlefield Shrine: Dotted line
 - 35. Boundary of National Historic Battlefield Monument Park: Dotted line
 - 36. Boundary of National Historic Battlefield Shrine Park: Dotted line
 - 37. Boundary of National Historic Battlefield Monument Shrine: Dotted line
 - 38. Boundary of National Historic Battlefield Monument Shrine Park: Dotted line
 - 39. Boundary of National Historic Battlefield Monument Shrine Park Shrine: Dotted line
 - 40. Boundary of National Historic Battlefield Monument Shrine Park Shrine Park: Dotted line



Sewer Force Main Easement

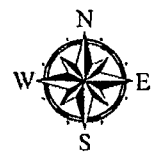
Pine Island Fire Station



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
February 11, 2011
(904) 209-0790



2008 Color Aerial
Imagery Map

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