

RESOLUTION NO. 2011- 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 A PURCHASE AND SALE AGREEMENT FOR PROPERTY REQUIRED FOR A GRANT OF EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE RAVENSWOOD DRAINAGE IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the property, Vista Cove Condominium Association, Inc., has 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 Grant of Easement and Temporary Construction Easement required for the Ravenswood Drainage Improvement Project; and

WHEREAS, these easements represent the tenth and eleventh 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 Purchase and Sale Agreement 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 a Grant of Easement and a Temporary Construction Easement in the Clerk's Office.

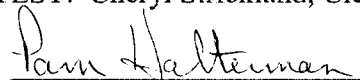
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/18/11

EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 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 **VISTA COVE CONDOMINIUM ASSOCIATION, INC.**, ("Seller"), whose address is 5455 A1A South, St. Augustine, Florida, 32085.

WITNESSETH:

WHEREAS, 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; and

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

WHEREAS, it is in the public interest for the Buyer to acquire a Drainage Easement and a Temporary Construction Easement is shown in Exhibit "A" and Exhibit "B", 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 and Temporary Construction Easement ("Purchase Price") is **\$11,960.00**, for the easement.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$11,960.00

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

Said Drainage Easement and Temporary Construction Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement and Temporary Construction Easement Outline attached hereto as Exhibit "A" and 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 Paradise Title, 670 B A1A Beach Blvd., St. Augustine, FL 32080-0320 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 and Temporary Construction Easement conveying the Drainage Easement and Temporary Construction 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 and Temporary Construction 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:	Vista Cove Condominium Association, Inc. 5455 A1A South St. Augustine, FL 32085
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 670B A1A Beach Blvd. St. Augustine, FL 32080-0320.

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:

Hope Tanner 2/11/11
 Signature Date
Hope Tanner
 Print
Janette Collins 2/11/11
 Signature Date
Janette Collins
 Print

SELLERS:
VISTA COVE CONDOMINIUM ASSOC. INC

By [Signature] Date 2/11/11
 Title: PROPERTY MANAGER
 Print Name: Deborah Aley

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: _____
Deputy County Attorney Date

Prepared:
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 _____, 2011, between Vista Cove Condominium Association, Inc., whose address is 1000 Vista Cove Road, St. Augustine, FL, 32080 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) [Signature]
(Print) Hope Tanner

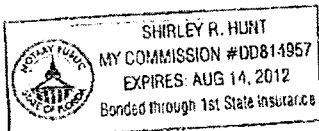
(Sign) [Signature]
(Print) Debra Knott Collins

Grantor:
Vista Cove Condominium Association, Inc.

By: [Signature]
Title: Property Manager
Print Name: Deborah Alley

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of February, 2011, by Deborah Alley its Property Manager of Vista Cove Condominium Association, Inc., who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 8/14/12

EXHIBIT "A"

PERMANENT EASEMENTS

A TRIANGULAR PARCEL OF LAND LYING IN LOT 228 BLOCK K (ALSO KNOWN AS BLOCK 67) 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 (ALSO KNOWN AS GEORGE STREET) AS NOW ESTABLISHED AND 20 FEET ON NESMITH AVENUE AS NOW ESTABLISHED. CONTAINING 200 SQUARE FEET, MORE OR LESS.

WESTERLY 15 FEET OF THE NORTHERLY 50 FEET OF LOT 227 BLOCK K (ALSO KNOWN AS BLOCK 67) 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. CONTAINING 750 SQUARE FEET, MORE OR LESS.

A TRIANGULAR PARCEL OF LAND LYING IN PHASE 31 OF VISTA COVE, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS 2224, PAGE 454 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID TRIANGULAR PARCEL OF LAND FRONTING 20 FEET ON RAVENSWOOD DRIVE (ALSO KNOWN AS GEORGE STREET) AS NOW ESTABLISHED AND 20 FEET ON MASTERS DRIVE AS NOW ESTABLISHED. CONTAINING 200 SQUARE FEET, MORE OR LESS.

THE SOUTHERLY 10 FEET OF PHASES 23 AND 31 OF VISTA COVE, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS 2224, PAGE 454 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID SOUTHERLY 10 FEET LYING ADJACENT TO AND IMMEDIATELY NORTHERLY OF RAVENSWOOD DRIVE (ALSO KNOWN AS GEORGE STREET) AS NOW ESTABLISHED. CONTAINING 3728 SQUARE FEET, MORE OR LESS.

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

EXHIBIT "B TO AGREEMENT"

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2011, by and between Vista Cove Condominium Association, Inc., whose address is 1000 Vista Cove Road, St. Augustine, Florida 32080 as grantor and St. Johns County, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, that for and in consideration of the sum of Two thousand three hundred ninety two dollars (\$2,392.00) 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 for the Ravenswood drainage improvement project. The area for storage will also be used by the County and/or County's contractor as a staging area 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 March 2011 and will take one year to complete. The property will be put back to its original or better condition when the project is complete.

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:

GRANTORS:

Vista Cove Condominium Association, Inc.

[Signature]
Print Witness Name: Hope Tanner
[Signature]
Print Witness Name: Janette Callers

By: [Signature]
Title: Property Manager
Print Name: Deborah Alley

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of February, 2011, by Deborah Alley its Property Manager of Vista Cove Condominium Association, Inc., who is personally known to me, or has produced _____ as identification.

[Signature]
Notary Public

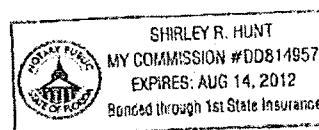
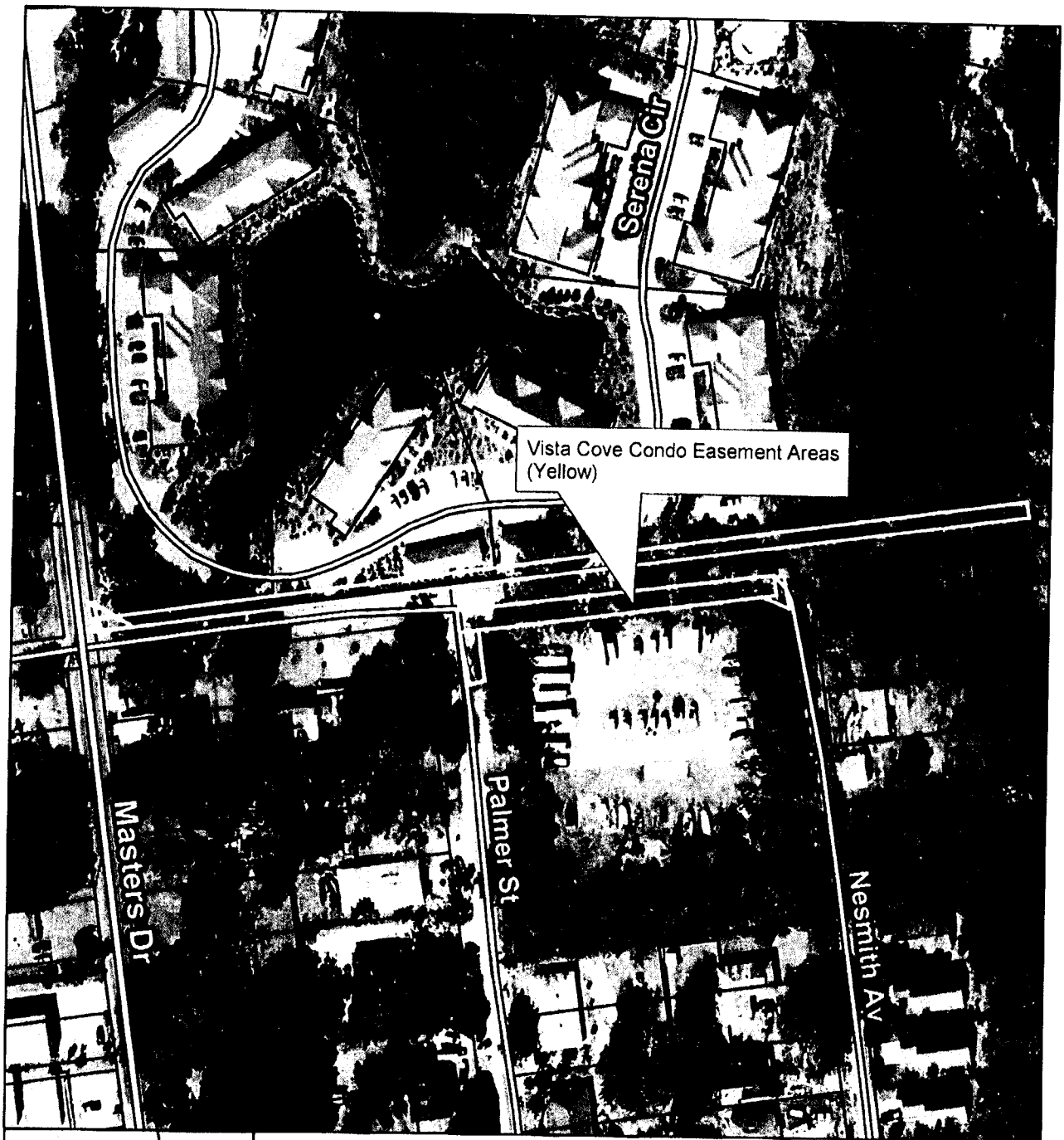


EXHIBIT "A"

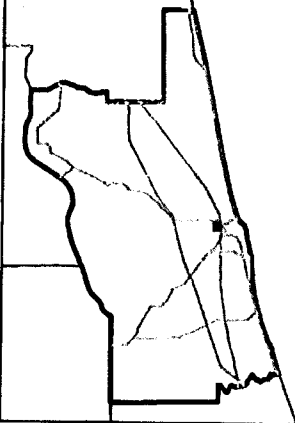
TEMPORARY CONSTRUCTION EASEMENT

NORTHERLY 10 FEET OF LOTS 227 AND 228 BLOCK K (ALSO KNOWN AS BLOCK 67) 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. CONTAINING 3000 SQUARE FEET, MORE OR LESS.

THE SOUTHERLY 10 FEET OF PHASES 27 AND 28 OF VISTA COVE, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS 2224, PAGE 454 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID SOUTHERLY 10 FEET LYING ADJACENT TO AND IMMEDIATELY NORTHERLY OF RAVENSWOOD DRIVE (ALSO KNOWN AS GEORGE STREET) AS NOW ESTABLISHED. CONTAINING 3803 SQUARE FEET, MORE OR LESS.

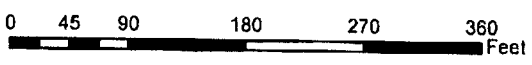


Vista Cove Condo Easement Areas
(Yellow)



Ravenswood Drainage Improvements

Vista Cove Condo



2008 Aerial Imagery

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 2/23/11
(904) 209-0796

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