

RESOLUTION NO. 2013- 35

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

RECITALS

WHEREAS, the owner of property along Sartillo Road has executed and presented to St. Johns County a Purchase and Sale Agreement of Easement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for the purchase of a perpetual easement required for the Avenue D/Sartillo Road Drainage Project; and

WHEREAS, the purchase of this easement will allow the County to install drainage structures within the easement area as part of the drainage improvements connected with the project; and

WHEREAS, it is in the best interest of the County to approve the purchase of the easement 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 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 and conditions of the Purchase and Sale Agreement of Easement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County and move forward to close this transaction.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement of Easement in the Clerk's office 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 19th day of February, 2013.

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

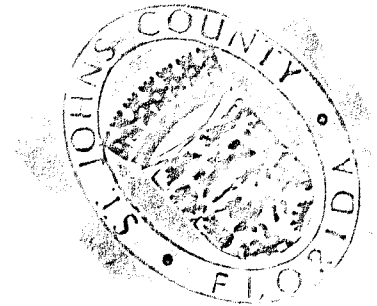
By: _____

J. H. Morris
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Pam Halterman
Deputy Clerk



PURCHASE AND SALE AGREEMENT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, _____ 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 ANTHONY R. COLANGELO and MARIA COLANGELO, husband and wife ("Seller"), whose address is 4615 Sartillo Road, St. Augustine, Florida 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an exclusive perpetual easement on a portion of the 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 easement rights on said piece of property described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for drainage purposes; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$2,000.00. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	\$2,000.00
TOTAL PURCHASE PRICE		\$2,000.00

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

2. 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.

3. 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 Easement ("Easement") conveying easement rights to the Property for drainage purposes.

4. 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.

5. 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.

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

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

8. 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.

9. 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: Anthony R. Colangelo and Maria Colangelo
4615 Sartillo 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**

10. 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.

11. 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.

12. 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.

13. 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.

14. 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:

Debbie Igle
Signature

Debbie Taylor
Print

Laurie Ford
Signature

Laurie Ford
Print

WITNESSES:

Signature

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

SELLERS:

Anthony R. Colangelo
Signature

Anthony R. Colangelo
Print

Maria Colangelo
Signature

Maria Colangelo
Print

BUYER:

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

By: _____
Michael D. Wanchick Date
County Administrator

Exhibit "A"

The Easterly 30 feet of the following described parcel of land:

A parcel of land situated in Government Lot 2, Section 36, Township 6 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at a concrete monument found at the North corner of said Section 36; thence run South 00 degrees 17 minutes 36 seconds East along the West line of said Section 36 a distance of 665.65 feet to the Point of Beginning for the herein described parcel; thence run North 87 degrees 44 minutes 36 seconds East 393.84 feet to the Easterly line of said Section 36; thence run south 31 degrees 24 minutes 24 seconds East along the Easterly line of said Section 36 a distance of 125.00 feet; thence run South 89 degrees 21 minutes 33 seconds West 458.21 feet to the West line of said Section 36; thence run North 00 degrees 17 minutes 36 seconds West along the West line of said Section 36 a distance of 96.30 feet to the Point of Beginning.

The Easterly 30 feet of the following described parcel of land:

A parcel of land situated in Government Lot 2, Section 36, Township 6 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at a concrete monument found at the North corner of said Section 36; thence run South 00 degrees 17 minutes 36 seconds East along the West line of said Section 36 a distance of 543.54 feet to the Point of Beginning for the herein described parcel of land; thence run North 87 degrees 44 minutes 36 seconds East 321.59 feet to the Easterly line of said Section 36; thence run South 31 degrees 24 minutes 24 seconds East along the Easterly line of said Section 36 a distance of 139.74 feet; thence run South 87 degrees 44 minutes 36 seconds West 393.84 feet to the West line of said Section 36; thence run North 00 degrees 17 minutes 36 seconds West along the West line of said Section 36 122.11 feet to the Point of Beginning.

The Easterly 30 feet of the following described parcel of land:

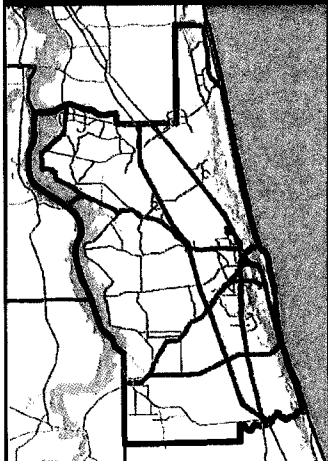
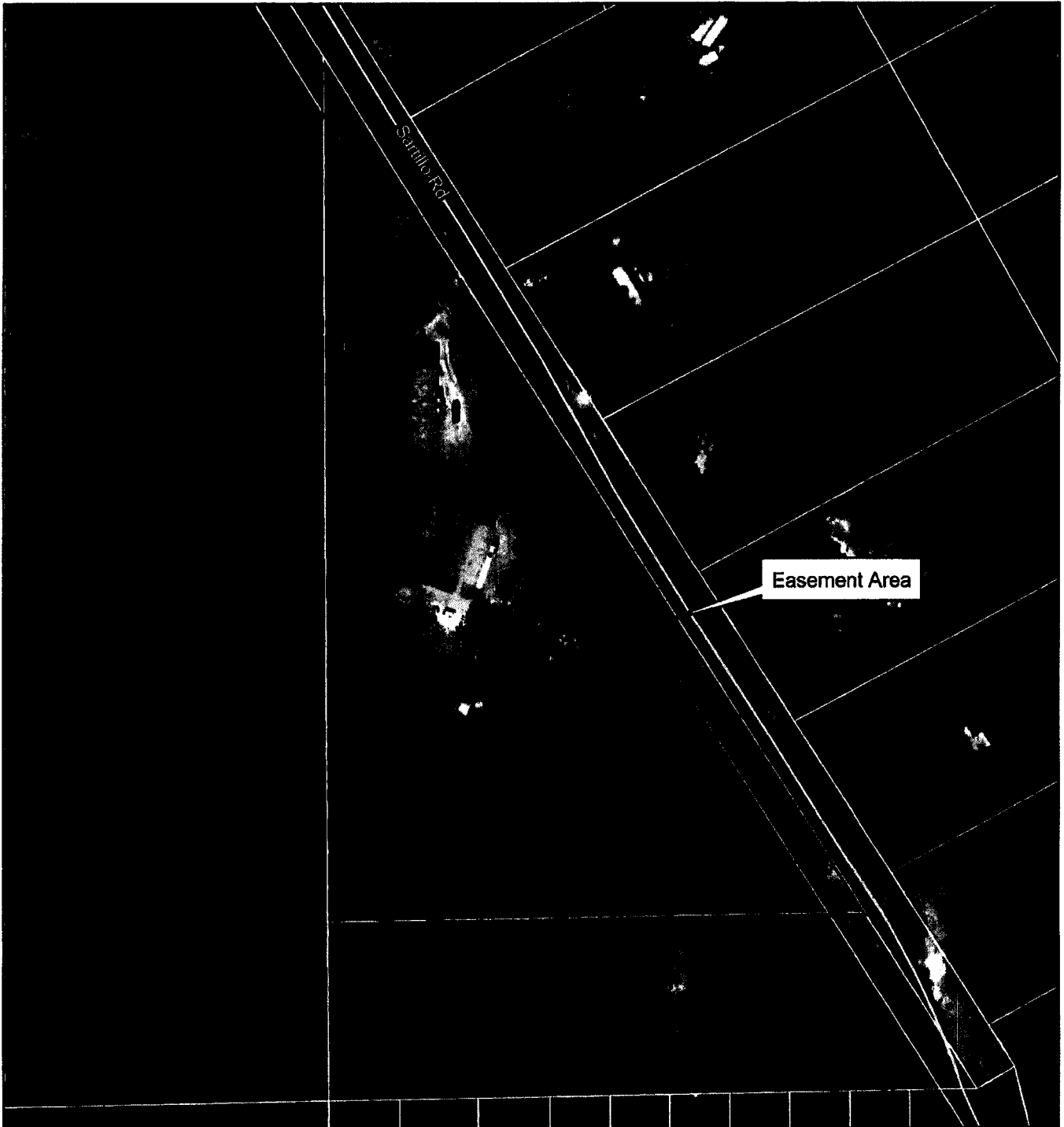
A parcel of land situated in Government Lot 2, Section 36, Township 6 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Commence at a concrete monument found at the North corner of said Section 36; thence run South 00 degrees 17 minutes 36 seconds East along the West line of said Section 36 a distance of 443.89 feet to the Point of Beginning for the herein described parcel; thence run North 58 degrees 35 minutes 36 seconds East 229.37 feet to the Easterly line of said Section 36; thence run South 31 degrees 24 minutes 24 seconds East along the Easterly line of said Section 36 a distance of 241.96 feet; thence run South 87 degrees 44 minutes 36 seconds West 321.59 feet to the West line of said Section 36; thence run North 00 degrees 17 minutes 36 seconds West along the West line of said Section 36 a distance of 99.64 feet to the Point of Beginning.

The Easterly 30 feet of the following described parcel of land:

A parcel of land situated in Government Lot 2, Section 36, Township 6 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Begin at a concrete monument found at the North corner of said Section 36; thence run South 31 degrees 24 minutes 24 seconds East along the Easterly line of said Section 36 a distance of 380.04 feet; thence run South 58 degrees 35 minutes 36 seconds West 229.37 feet to the West line of said Section 36; thence run North 00 degrees 17 minutes 36 seconds West along the West line of said Section 36 a distance of 443.89 feet to the Point of Beginning.



**Avenue D/Sartillo Road Drainage Project
Grant of Easement**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
January 22, 2013
(904) 209-0790



2010 Aerial Imagery

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