

RESOLUTION NO. 2017- 351

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 A PERMANENT DRAINAGE EASEMENT FOR IMPROVEMENTS ALONG FOUR MILE ROAD.

RECITALS

WHEREAS, the property owner, Barbara Singleton, has executed and presented to the County a Purchase and Sale Agreement for Drainage Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the owner has agreed for St. Johns County to purchase a permanent Drainage Easement along her property for \$5,000 which is the appraised value; and

WHEREAS, it is in the best interest of the County to acquire this easement for the safety improvements needed to Four Mile Road.

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 Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement, accept the Grant of Easement, and move forward to close this transaction.

Section 3. 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.

Section 4. The Clerk of the Court of St. Johns County is instructed to file the original Purchase and Sale Agreement in the Clerk's Office and record the original Grant of Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 11/9/17

By: Pam Halterman



PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT

THIS PURCHASE AND SALE AGREEMENT FOR DRAINAGE EASEMENT (“Agreement”) is made and effective as of _____, 2017, 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 **BARBARA SINGLETON** (“Seller”), whose address is 4004 SW 69th Way, Miramar, Florida 33023.

WITNESSETH:

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

WHEREAS, it is in the public interest for the Buyer to acquire a 10-foot wide Drainage Easement of approximately 2,550 square feet, 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 Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

2. Purchase Price.

The purchase price for the Drainage Easement (“Purchase Price”) is **Five Thousand Dollars and 00/100 (\$5,000.00)**.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$5,000.00

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

Said Drainage Easement shall contain substantially the same terms and conditions as set forth on the Drainage Easement Outline attached hereto as 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.

3. 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 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. Prorations. Any real property taxes shall be prorated on the basis of the 2017 taxes at the highest allowable discount.

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) a Drainage Easement conveying the Drainage Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Seller shall deliver the Deposit, if there is one, 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.

7. Closing Expenses. Buyer shall pay the cost of recording the Drainage Easement, documentary stamps, and Seller will pay any taxes due. Each party shall bear the expense of its own legal counsel.

8. 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, if there is one, shall be returned to Buyer, and upon such return, this Agreement

action of the Board of County Commissioners of St. Johns County.

26. 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] 9/21/17
Signature Date

HENRY J GARCIA JR
Print Witness Name

[Signature] 9/21/17
Signature Date

Sugey Gonzalez
Print Witness Name

SELLERS:

[Signature] 9/21/17
Barbara Singleton Date

WITNESSES:

Signature Date

Print Witness Name

Signature Date

Print Witness Name

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

ATTEST: Hunter S. Conrad, Clerk

Legally Sufficient

By: _____
Deputy Clerk

By: _____
Deputy County Attorney Date

Exhibit "A" to Purchase and Sale Agreement

Northeasterly 10 feet of the following described property:

Lots 9, 10, 13 and 14, Block 99, of the Afro-American Subdivision of the Dancy Tract, as recorded in Map Book 4, Page 28, of the Public Records of St. Johns County, Florida, and lying immediately adjacent to Four Mile Road.

Exhibit "B" to Purchase and Sale Agreement

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

GRANT OF DRAINAGE EASEMENT

THIS EASEMENT made this ___ day of _____, 2017, by and between BARBARA SINGLETON, whose address is 4004 SW 69th Way, Miramar, Florida 33023, grantor and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, 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, releases and conveys 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, to construct, lay, maintain, improve and/or repair either above or below the surface of the ground, drainage facilities and utilities on, along, over, through, across or under the following described land situate in St. Johns County, Florida to wit:

The Northeasterly 10 feet of the following described property:

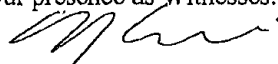
Lots 9, 10, 13 and 14, Block 99, of the Afro-American Subdivision of the Dancy Tract, as recorded in Map Book 4, Page 28, of the Public Records of St. Johns County, Florida, and lying immediately adjacent to Four Mile Road.


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, grantors have hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

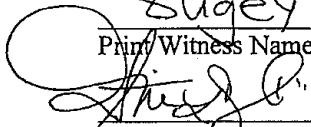
GRANTOR:




Barbara Singleton

Witness Signature
Sugey Gonzalez

Print Witness Name



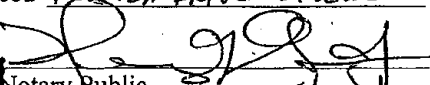
Witness Signature
Stephanie L. Gomez

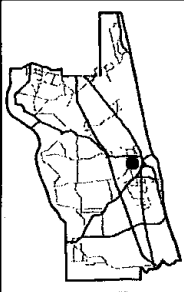
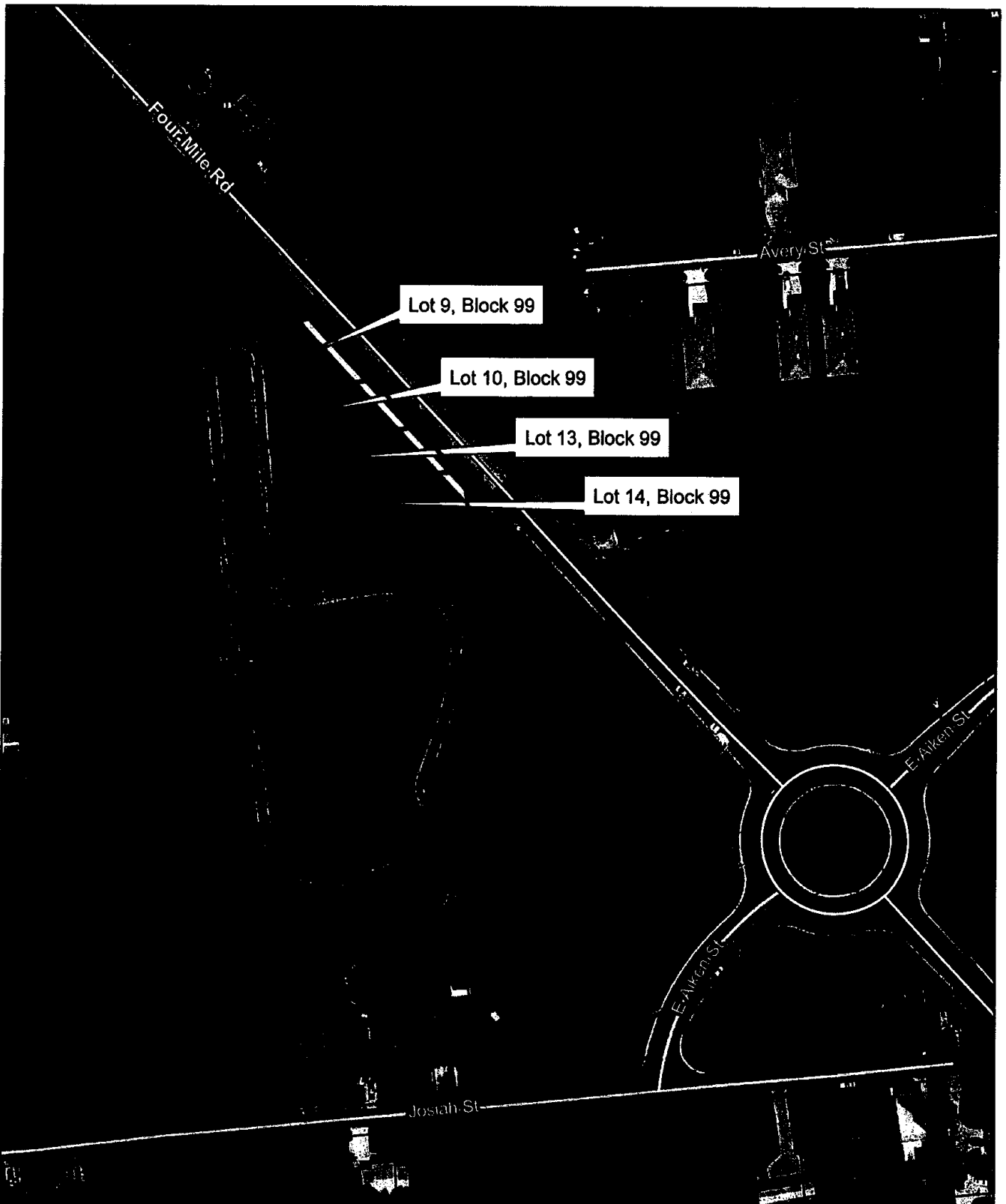
Print Witness Name


STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 26 day of September, 2017, by Barbara Singleton who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification.




Notary Public
My commission expires: 5/27/2019




 2013 Aerial Imagery
 0 50 100
 Feet
 September 26, 2017

**Purchase and Sale Agreement
 for Drainage Easement**

Four Mile Road

**Land Management
 Systems
 Real Estate
 Division**
 (904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

