

RESOLUTION NO. 2017- 375

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, St. Johns River State College, 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 the property for \$4,000 which is the appraised value; and

WHEREAS, it is in the best interest of the County to acquire this easement for 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 21st day of November, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chairman

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 11/22/17

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 October 18, 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 **ST. JOHNS RIVER STATE COLLEGE**, a political subdivision of the State of Florida, whose address is 2990 College Drive, St. Augustine, Florida 32084 ("Seller").

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 11,680 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 **Four Thousand Dollars and 00/100 (\$4,000.00)**.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$4,000.00

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. 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.

9. 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 shall terminate.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

18. Governing Law, Venue and Attorney Fees. 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. No party shall be responsible for attorney fees of another party except as provided by statute.

19. 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: **ST. JOHNS RIVER STATE COLLEGE,**
A political subdivision of the State of Florida
2990 College Drive
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

20. 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.

21. 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.

22. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as

a result of this transaction.

23. 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.

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

25. 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.)

26. 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.

27. 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.

28. Indemnity. To the extent permissible by law, the County will indemnify the Seller from all claims, losses and costs caused by the negligence of the County, its officers, employees and agents in performance of this Agreement. Notwithstanding any provision contained herein, nothing contained in this Agreement shall be deemed or construed as a waiver or modification of the County's sovereign immunity provided under Section 768.28, Florida Statutes.

WITNESSES:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

Signature Date

Print Witness Name

Signature Date

Print Witness Name

By: _____

Michael D. Wanchick Date
County Administrator

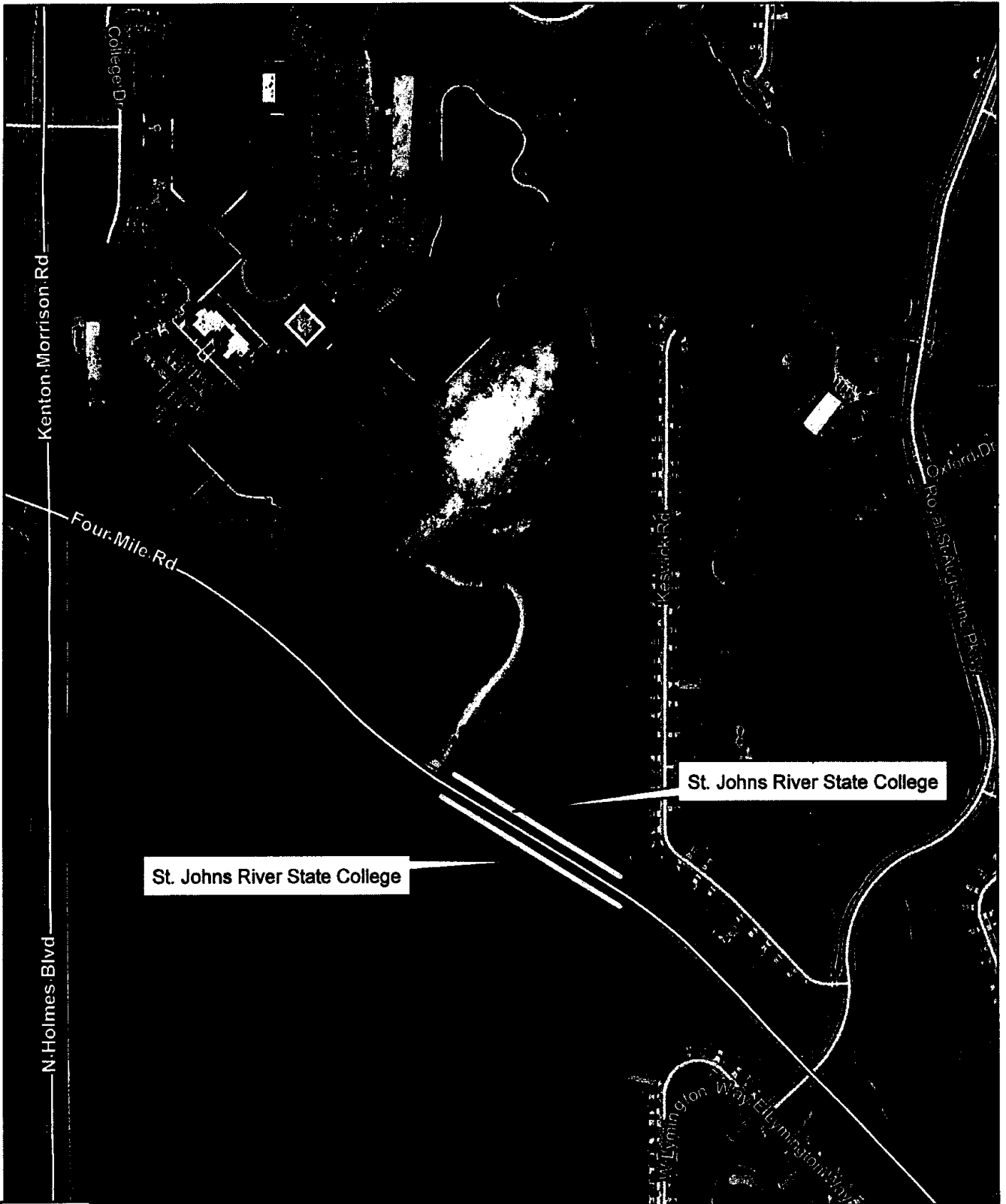
ATTEST: Hunter S. Conrad, Clerk


Legally Sufficient

By: _____
Deputy Clerk

By: _____
Deputy County Attorney Date

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT




2013 Aerial Imagery
0 150 300
Feet
October 23, 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.



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 18 day of OCTOBER, 2017, by and between **ST. JOHNS RIVER STATE COLLEGE (Grantor)**, a political subdivision of the State of Florida, whose address is 2990 College Drive, St. Augustine, Florida 32084, grantor and **ST. JOHNS COUNTY, FLORIDA (Grantee)**, 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 in perpetuity to run with the land, a nonexclusive 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 only and 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.

TOGETHER with the right of said grantee, its successors and assigns, of ingress and egress to and over said above described premises 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. Grant of this Easement is subject to the requirement that, to the fullest extent permissible by law, Grantee agrees to indemnify and hold Grantor harmless from any loss or damage, arising from any act or omission of Grantee, its officers, employees or agents caused to the Property or any directly adjoining parcels owned by Grantor, while on or near the Easement.

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:

Toni B. Mast
Witness Signature

Toni B. Mast
Print Witness Name

Susan A Goff
Witness Signature

SUSAN A GEGHAGAN
Print Witness Name

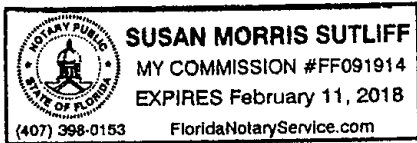
GRANTOR:
ST. JOHNS RIVER STATE COLLEGE

Joe H. Pickens
By:

PRESIDENT
Its:

STATE OF Florida
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 19th day of October, 2017, by JOE H. PICKENS who is personally known to me or has produced _____ as identification.



Susan Morris Sutliff
Notary Public
My commission expires: February 11, 2018

EXHIBIT "A" TO GRANT OF DRAINAGE EASEMENT

PROPOSED 10 FOOT DRAINAGE EASEMENT SJRSC (NORTH SIDE)

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 13 KESWICK AT ROYAL ST. AUGUSTINE GOLF & COUNTRY CLUB AS RECORDED IN MAP BOOK 41, PAGES 25 THROUGH 29 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°15'19" WEST, ALONG THE SOUTHERLY PROLONGATION OF WESTERLY LINE OF SAID LOT 13, THE SAME BEING ALONG A JOG IN THE RIGHT OF WAY OF FOUR MILE ROAD AS NOW ESTABLISHED, A DISTANCE OF 23.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'19" WEST, CONTINUING ON LAST SAID LINE, A DISTANCE OF 11.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID FOUR MILE ROAD; THENCE NORTH 58°34'56" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 513.88 FEET; THENCE NORTH 59°28'52" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 27.40 FEET; THENCE NORTH 30°31'51" EAST, ALONG A JOG IN THE RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE SOUTH 59°28'52" EAST, PARALLEL WITH AND 10 FEET PERPENDICULAR TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD, A DISTANCE OF 27.48 FEET; THENCE SOUTH 58°34'56" EAST, PARALLEL WITH AND 10 FEET PERPENDICULAR TO THE SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 507.91 FEET TO THE POINT OF BEGINNING. CONTAINING 5383.34 SQUARE FEET, MORE OR LESS.

PROPOSED 10 FOOT DRAINAGE EASEMENT SJRSC (SOUTH SIDE)

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT B LYMINGTON AT ROYAL ST. AUGUSTINE GOLF & COUNTRY CLUB AS RECORDED IN MAP BOOK 41, PAGES 47 THROUGH 51 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°15'19" EAST, ALONG THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID TRACT B, THE SAME BEING ALONG A JOG IN THE RIGHT OF WAY OF FOUR MILE ROAD AS NOW ESTABLISHED, A DISTANCE OF 17.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°15'19" EAST, CONTINUING ON LAST SAID LINE, A DISTANCE OF 11.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID FOUR MILE ROAD; THENCE NORTH 58°34'56" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 543.72 FEET; THENCE NORTH 59°28'52" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY

LINE, A DISTANCE OF 26.98 FEET; THENCE SOUTH 30°31'51" WEST, ALONG A JOG IN THE RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE SOUTH 59°28'52" EAST, PARALLEL WITH AND 10 FEET PERPENDICULAR TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD, A DISTANCE OF 26.90 FEET; THENCE SOUTH 58°34'56" EAST, PARALLEL WITH AND 10 FEET PERPENDICULAR TO SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 549.69 FEET TO THE POINT OF BEGINNING. CONTAINING 5736.46 SQUARE FEET, MORE OR LESS.