

RESOLUTION NO. 2018- 176

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

**RECITALS**

**WHEREAS**, the property owner of Lot 56, East Coast Canal Estates, Unit 2, 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 an easement over the northerly 7.5 feet of said lot; and

**WHEREAS**, acquiring this easement will allow the County to install and maintain a stormwater pipe to provide drainage improvements to this area; and

**WHEREAS**, it is in the best interest of the County to purchase 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 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 of Easement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County and move forward to close the transaction.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement of Easement in the Clerk's office.

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 19<sup>th</sup> day of June, 2018.

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

By:   
Henry Dean, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By:   
Deputy Clerk

RENDITION DATE 6/22/18



EXHIBIT "A" TO RESOLUTION

**PURCHASE AND SALE AGREEMENT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2018, 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 **LOUIS C. DEVINCENTIS** and **LAURA L. DEVINCENTIS**, husband and wife, ("Seller"), whose address is 249 Odoms Mill Boulevard, Ponte Vedra Beach, Florida 32082.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing a perpetual exclusive 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 structures 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 ("Purchase Price") is \$15,000.00. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	\$15,000.00

**TOTAL PURCHASE PRICE** **\$15,000.00**

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

3. Closing. The closing of the purchase of the 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**.

Seller: Louis C. and Laura L. DeVincentis  
249 Odoms Mill Boulevard  
Ponte Vedra Beach, Florida 32082

Buyer: St. Johns County, Florida, a political subdivision  
of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 counterparties.

WITNESSES:

anna green  
Signature  
anna green  
Print  
anna green  
Signature  
anna green  
Print

SELLERS:

Louis C. DeVincentis  
Louis C. DeVincentis  
Laura L. DeVincentis  
Laura L. DeVincentis

**WITNESSES:**

*Kelsey Garaway*  
\_\_\_\_\_  
Signature

*Kelsey Garaway*  
\_\_\_\_\_  
Print

*Kelsey Garaway*  
\_\_\_\_\_  
Signature

*Kelsey Garaway*  
\_\_\_\_\_  
Print

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

**BUYER:**

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the

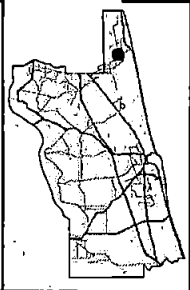
State of Florida


By: \_\_\_\_\_ Date

Michael D. Wanchick  
County Administrator

Exhibit "A"

The Northerly 7.5 feet of Lot 56, East Coast Canal Estates, Unit 2, as recorded in Map Book 5, page 63, of the public records of St. Johns County, Florida.



  
2016 Aerial Imagery  
May 23, 2018

**South Roscoe Boulevard**  
*Drainage Easement*

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0790  
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.

