

RESOLUTION NO. 2020- 110

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 AN EASEMENT REQUIRED FOR THE CR210 WIDENING PROJECT OUTSIDE THE TWIN CREEKS DRI.

RECITALS

WHEREAS, 210 Development, L.C., owner of the property required for the CR210 widening project has executed and presented a Purchase and Sale Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, the above owner previously deeded the County a 30 foot strip of right of way for the project in 2016, in addition to the right of way a 10 foot easement is also required; and

WHEREAS, the easement is necessary for transition to existing grade, drainage swales, drainage structures, utilities, sidewalks, retaining wall, turn outs and signal equipment; and

WHEREAS, it is in the best interest of the County to approve acquiring 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 and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement and take all steps necessary to 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 in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: 
Deputy Clerk

RENDITION DATE APR 9 2020



EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT FOR GRANT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2020, 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") 210 DEVELOPMENT, L.C., a Florida Limited Liability Company ("Seller"), whose address is 10030 EW Pappy Road, Jacksonville, Florida 32259.

WITNESSETH:

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

WHEREAS, it is in the public interest for the Buyer to acquire a Grant of Easement of approximately 5,545 square feet, shown on 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 Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price for the Grant of Easement ("Purchase Price") is \$94,300.00 for the easement.

<u>Payment</u>	<u>Amount</u>
TOTAL AMOUNT PAID	\$94,300.00

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

Said Grant of Easement shall contain substantially the same terms and conditions as set forth on the Grant of 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 Grant of Easement.

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 Action Title Services of St. Johns, Inc. or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. Seller's Representations. Sellers represents to Buyer that they own 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.

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Sellers shall deliver or cause to be delivered to Buyer the following:

(i) a Grant of Easement conveying the Grant of Easement interest to the Property, subject only to the Permitted Encumbrances.

(b) At the Closing, Buyer shall deliver the cash to close, to Sellers, in accordance with Section 1. Buyer shall execute and deliver to Sellers such consents and authorizations as Sellers may reasonably deem necessary to evidence the authority of Buyer to purchase the easement rights and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Sellers and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of recording the Grant of Easement, documentary stamps. Each party shall bear the expense of its own legal counsel.

7. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) 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.

8. 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.

9. 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 Grant Easement.

10. 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.

11. 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.

12. 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.

13. 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.

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

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

16. 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.

17. 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: **210 Development, L.C.**
EW Pappy Road
Jacksonville, Florida 32259

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

18. 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.

19. 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.

20. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

21. 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.

22. 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.

23. 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.)

24. 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.

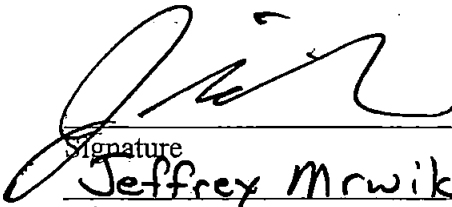
25. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records 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.

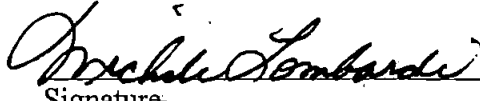
WITNESSES:

SELLER:

210 Development, L.C.


Signature _____ Date 3/3/2020
Jeffrey Mrwik
Print Name

By  Date 3/3/20
Michael A. Harrigan, Managing Member


Signature _____ Date 3-3-2020
Michele Lombardi
Print Name

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____
Hunter S. Conrad Date
County Administrator

Legally Sufficient

By: _____
Deputy County Attorney Date

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

A 10' STRIP OF LAND IMMEDIATELY ADJACENT TO AND NORTH OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL 122

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1408, PAGE 1666, AND OFFICIAL RECORDS VOLUME 1552, PAGE 299, OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°12'49" WEST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 698.40 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 51°03'23" WEST, A DISTANCE OF 1491.86 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 51°03'23" WEST, A DISTANCE OF 328.23 FEET TO A POINT OF CURVATURE; COURSE NO. 3: SOUTHWESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1195.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 10°50'57", AN ARC DISTANCE OF 226.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°37'54" WEST, 226.11 FEET; THENCE NORTH 34°31'00" WEST, A DISTANCE OF 31.07 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1225.92 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 10°28'00", AN ARC DISTANCE OF 223.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°49'23" EAST, 223.64 FEET TO THE POINT OF TANGENCY; THENCE NORTH 51°03'23" EAST, A DISTANCE OF 330.55 FEET; THENCE SOUTH 34°30'59" EAST, A DISTANCE OF 30.09 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT

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

GRANT OF EASEMENT

THIS EASEMENT executed and given this ____ day of _____, 2020, by **210 DEVELOPMENT, L.C.** a Florida Limited Liability Company, conveying non-homestead property, whose address is 10030 EW Pappy Road, Jacksonville, Florida 32259, hereinafter called the "Grantor", to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called the "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, said Grantor hereby gives, grants, dedicates and conveys to the Grantee, its successors and assigns forever, an unobstructed right-of-way and non-exclusive permanent easement with the right, privilege and authority to said Grantee, its successors and assigns, for ingress and egress, drainage, utilities (including without limitation, the right to install, construct, maintain and use utility lines and facilities necessary to provide water and sewer service, underground utility lines and facilities necessary to provide electric, cable television, telecommunications, gas and all other utility services), slope improvements (sloping of surface to adjacent grade), landscaping, drainage (including without limitation, swales and drainage structures), signals and related signal equipment (including without limitation, signal structures, control boxes and electric boxes), sidewalks, retaining wall and for all other uses and purposes which Grantee may need to construct a roadway conforming to the requirements for public roads in St. Johns County, Florida, on, along, over, through, across or under the following described land situate in St. Johns County, Florida to wit:

Property as described on attached Exhibit "A", incorporated by reference and made a part hereof.

TOGETHER with the right to said Grantee its successors and assigns, of ingress and egress, to and over the above described property, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers as of the day and year first above written.

Signed and Sealed in Our
Presence as Witnesses:

Grantor:,
210 Development, L.C.

(sign) _____
(print) _____

By: _____
Michael A. Harrigan, Managing Member

(sign) _____
(print) _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me means of physical presence or online notarization, this _____ day of _____ 2020, _____ Who is personally known to me or has produced _____ as identification.

Notary Public
My Commission expires: _____

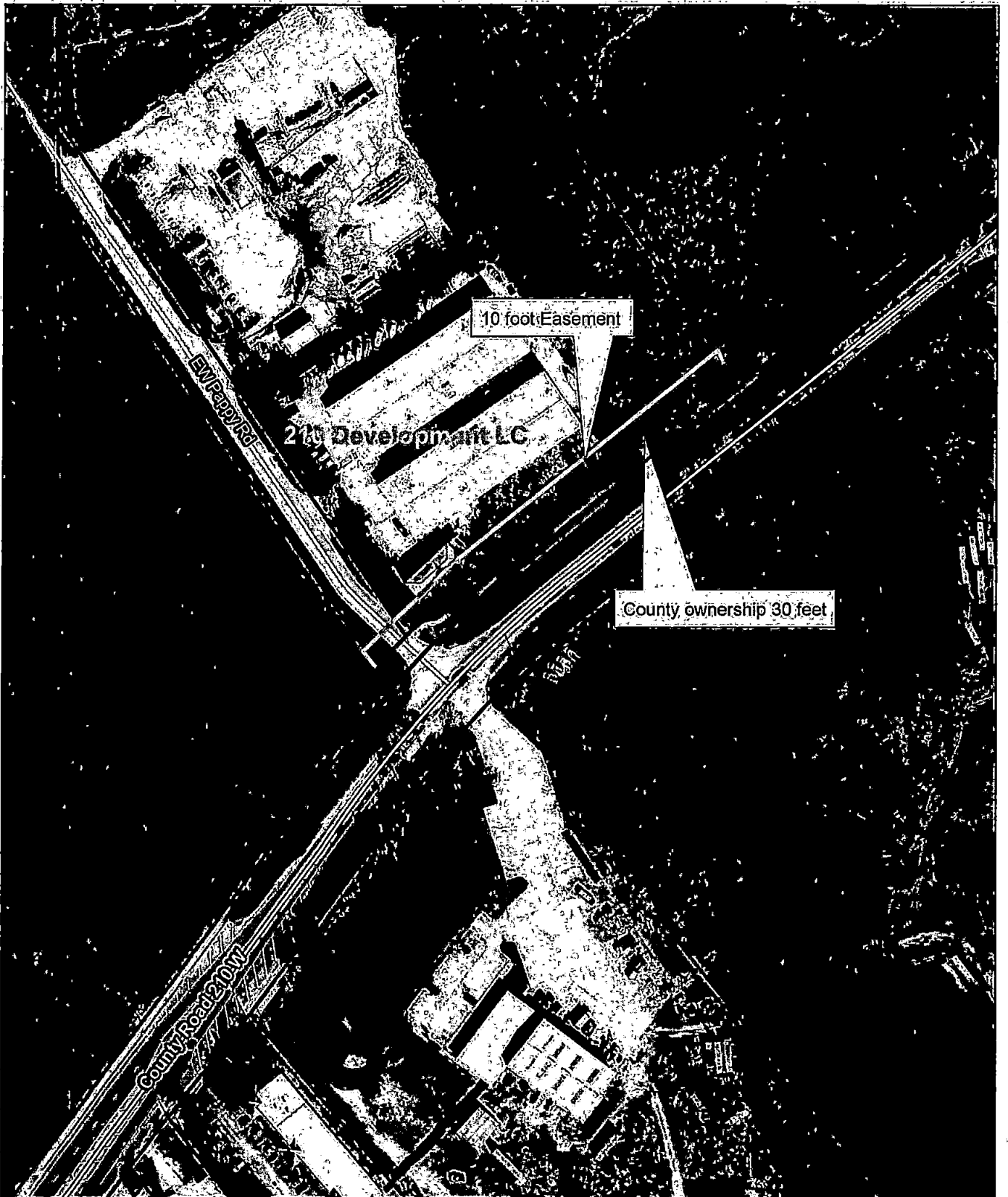
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2019 Aerial Imagery



CR210 Improvement Project

210 Development LC

10 foot Easement

Land Mgmt. Systems
Real Estate Division
209-0796

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.

