

RESOLUTION NO. 2022- 245

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY FOR THE S. HOLMES BOULEVARD CDBG DRAINAGE PROJECT.**

**RECITALS**

**WHEREAS**, certain property owners have executed and presented to St. Johns County a Purchase and Sale Agreement for a Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, across a portion of their property located off S. Holmes Boulevard; and

**WHEREAS**, acquisition of the easement is required to allow the County to perform the drainage improvements for the S. Holmes Boulevard CDBG Drainage Project and allow for future maintenance of the drainage areas; and

**WHEREAS**, it is in the best interest of the County to acquire the easement for the health, safety and welfare of the citizens of St. Johns County.

**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 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 in the public records of St. Johns County, Florida.

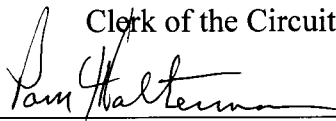
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July, 2022.

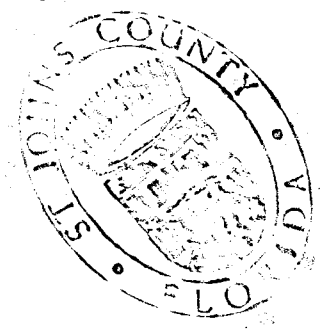
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By:   
Henry Dean, Chair

**ATTEST:** Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

By:   
Deputy Clerk

Rendition Date 7/21/22



**PURCHASE AND SALE AGREEMENT FOR  
GRANT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2022, 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 **Curtis Blalock and Douglas William Detrick**, ("Sellers"), whose address is 1445 Los Robles Ave., St. Augustine, FL 32084,

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement over the Sellers' property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest to acquire an Easement over the described property for drainage purposes.

**NOW THEREFORE**, it is mutually agreed as follows:

1. Recitals. 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 ("Purchase Price") for the 240 square foot Easement is Four hundred eighty Dollars (**\$480.00**). The Purchase Price shall be in cash or other immediately available funds.
3. Closing. Unless extended by the terms or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.
4. Sellers' Representations. Sellers represents to Buyer that they own fee simple title to the Easement Area 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 Buyers, Sellers shall deliver or cause to be delivered to Buyers a Grant of Easement.
  - (b) At the Closing, Sellers and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) 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, including documentary stamps.

7. Default.

(a) Default by Sellers. If Sellers defaults by performance of any of Sellers' obligations in this Agreement or breaches any warranty or representation, Buyer may terminate this Agreement.

(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 Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers 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.

8. 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 Easement.

9. 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.

10. 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 Sellers and Buyer.

11. 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.

12. 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 Sellers 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 to Buyer, and upon such return, this Agreement shall terminate.

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

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

15. 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.

16. 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.

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

Sellers: Curtis Blalock & Douglas William Detrick  
1445 Los Robles Avenue  
St. Augustine, FL 32084

17. 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.

18. 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.

19. Commission Dues. There are not any real estate commissions due as a result of this transaction.

20. 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.

21. 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.

22. 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.)

23. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Sellers, 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 Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of 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.

24. 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:

Jessica Getchums 6/2/22  
Signature Date

Jessica Getchums  
Print Name

Debbie Taylor 6-2-2022  
Signature Date

Debbie Taylor  
Print Name

SELLERS:

Curtis Blalock 6/2/22  
Signature Date

Curtis Blalock

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

Jessica Detrick 5/27/22  
Signature Date

Jessica Detrick  
Print Name

[Signature]  
Signature Date

M L FITZPATRICK  
Print Name

SELLERS:

Douglas William Detrick 5-27-2022  
Douglas William Detrick Date

**BUYER:**  
**WITNESSES:**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Hunter S. Conrad Date

County Administrator

**ATTEST:** Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

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

EXHIBIT "A"

A PERPETUAL 8' WIDE DRAINAGE EASEMENT BEING WITHIN A PARCEL AS RECORDED IN ST JOHNS COUNTY, OFFICIAL RECORDS BOOK 3053, PAGE 1093, ALSO BEING WITHIN SECTION 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

FROM THE POINT OF COMMENCEMENT AT THE NORTHEAST CORNER OF LOT 1, BLOCK 58, AUGUSTINE, MAP BOOK 1, PAGE 77, ST JOHNS COUNTY, FLORIDA; THENCE N87°50'26"W ALONG THE SOUTHERLY RIGHT OF WAY LINE OF W 7TH STREET (A 30' RIGHT OF WAY), 61.95 FEET TO THE POINT OF BEGINNING; THENCE S02°09'34"W DEPARTING SAID RIGHT OF WAY, 8.00 FEET; THENCE N87°50'26"W, 30.00 FEET; THENCE N02°09'34"E, 8.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF W 7TH STREET (A 30' RIGHT OF WAY); THENCE S87°50'26"E ALONG SAID RIGHT OF WAY, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 240 SQUARE FEET MORE OR LESS.

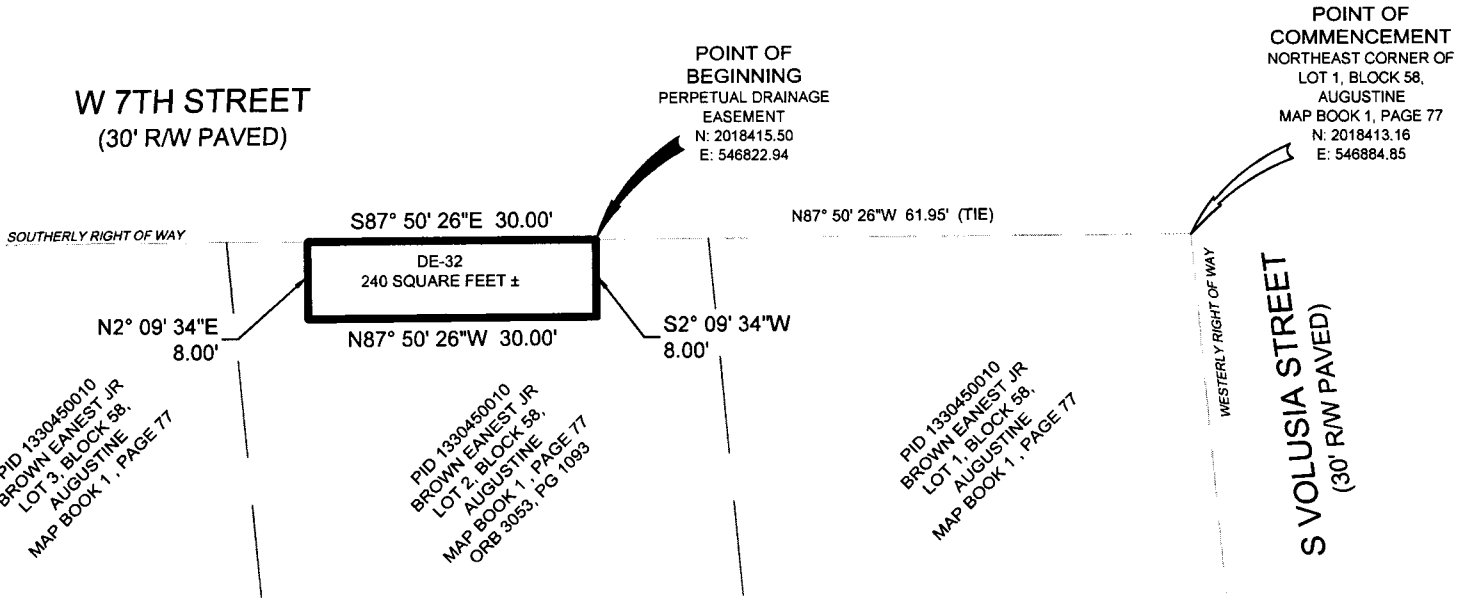
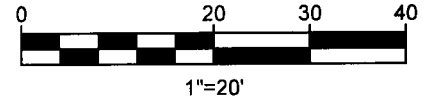
**MAP SHOWING SKETCH & DESCRIPTION OF  
A PERPETUAL DRAINAGE EASEMENT  
A PORTION OF LAND LYING IN SECTION 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA**

**Abbreviation Legend**

| Symbol | Denotes                         |
|--------|---------------------------------|
| PID    | PARCEL IDENTIFICATION NUMBER    |
| TCE    | TEMPORARY CONSTRUCTION EASEMENT |
| DE     | DRAINAGE EASEMENT (PERPETUAL)   |
| ORB    | OFFICIAL RECORDS BOOK           |
| PG     | PAGE                            |
| N., E. | STATE PLANE COORDINATE PAIR     |



**GRAPHIC SCALE**



Russell D. Flint, Florida PSM #7324 Not Valid Without  
The Signature And Original Raised Seal Of A Florida Licensed  
Surveyor & Mapper

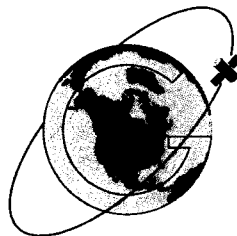
**DESCRIPTION # DE-32**

**GEOMATICS CORP.**

**SURVEYING—MAPPING—GPS**

2804 N. FIFTH STREET, UNIT 101  
ST AUGUSTINE, FL 32084  
PHONE (904) 824-3086 FAX (904) 824-5753

LICENSED BUSINESS  
GEORGIA #939 FLORIDA #6979 SOUTH CAROLINA #3387  
ALABAMA #794 NORTH CAROLINA COA #3752



PROJECT NO: 20-3171 S&D

SKETCH DATE: 05/11/2021

CHECKED BY: R.FLINT

DRAWN BY: C.MUNDIS

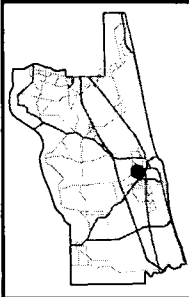
FIELD WORK: N/A

FB: N/A

PG.: N/A

PAGE: 1

OF 2



Aerial Photography 2021  
 0 33,750 7,500 135,000  
 Feet  
 Date: 6/17/2022

Grant of Easement  
 S. Holmes CDBG  
 Drainage Project

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0782

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 herein.

