

RESOLUTION NO. 2022- 294

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF AN EASEMENT REQUIRED FOR THE SANTA ROSA CDBG DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the owner of certain property located at the southeast intersection of State Road 16 and Lewis Speedway has presented to St. Johns County a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the purchase of an easement across a portion of their property; and

**WHEREAS**, this easement location was identified as necessary for the proposed drainage improvements in connection with the Santa Rosa CDBG Drainage Improvement Project; and

**WHEREAS**, it is in the best interest of the County to acquire the easement for the project 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 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 office of the Clerk of the Circuit Court.

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.

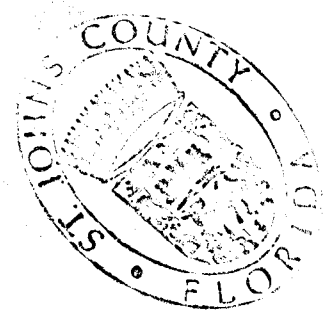
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 10 day of August, 2022.

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

By:   
Christian Whitehurst, Vice Chair

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

By:   
Deputy Clerk



Rendition Date: 8/18/22

**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 **INFINITY OUTDOOR OF FLORIDA, INC.**, d/b/a Outfront Media ("Seller"), whose address is c/o Outfront Media 6821 Southpoint Drive, Suite 209, Jacksonville, Florida 32216,

**WITNESSETH:**

**WHEREAS**, the Seller owns certain real property, as more particularly described in Exhibit "A" attached hereto ("Seller Property") over which the County is desirous of purchasing an easement in the area depicted as shown in Exhibit B attached hereto (the "Easement Area.");

**WHEREAS**, it is in the public interest for the Buyer to acquire an easement over the Seller Property for drainage purposes (the "Easement").

**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/Deposit. The purchase price ("Purchase Price") for the Easement is Nine Thousand and 00/100 Dollars (**\$9,000.00**). The Purchase Price shall be in cash or other immediately available funds. Within three (3) days of the Effective Date of this Agreement, Buyer shall deliver an earnest money deposit in the amount of One Thousand and 00/100 (\$1000.00) (the "Deposit") to the closing agent conducting the Closing (as defined below).
3. Closing. Unless extended by the terms of Section 24, or other provisions hereof, the closing of the sale of the Easement ("Closing") shall take place at the offices of St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084, or at a title company, on or before ninety (90) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE**.
4. Seller's Representations. Seller represents to Buyer that it owns 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 Buyer, Seller shall deliver or cause to be delivered to the Easement contemplated herein for the purposes specified.

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

(c) 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.

6. Closing Expenses. Buyer shall pay the cost of recording the Easement, including 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 ninety (90) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Easement Area for the purpose of physically inspecting the Easement Area and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis and Permitting to determine the Easement Area's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect Seller 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 Easement Area. Buyer agrees to provide Seller with copies of all reports conducted on the Easement Area, if any. If Buyer determines that the Easement Area 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.

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 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 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 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 Easement Area 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 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.

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

Seller: Infinity Outdoor of Florida, Inc.  
d/b/a Outfront Media  
c/o Outfront Media  
6821 Southpoint Drive, Suite 209  
Jacksonville, Florida 32216

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. There are not any real estate commissions due 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 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.

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:

\_\_\_\_\_

Infinity Outdoor of Florida, Inc.,  
d/b/a Outfront Media

(sign) \_\_\_\_\_

(print) \_\_\_\_\_

(sign) \_\_\_\_\_

(print) \_\_\_\_\_

**WITNESSES:**

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

\_\_\_\_\_  
Print

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

\_\_\_\_\_  
Print

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

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

County Administrator

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

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

Exhibit "A"

**MAP SHOWING SKETCH & DESCRIPTION OF**  
PDE #5 BEING A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

A PARCEL OF LAND SITUATED WITHIN OFFICIAL RECORDS BOOK 2835, PAGE 1485, LYING IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A INTERSECTION BEING THE EASTERLY RIGHT OF WAY OF LEWIS SPEEDWAY (A 80' RIGHT OF WAY), AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16 (A VARIABLE WIDTH RIGHT OF WAY) ; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N 35°33'27" W, 76.76 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2835, PAGE 1485; THENCE DEPARTING SAID RIGHT OF WAY LINE N 65°45'47" E ALONG SAID NORTH LINE, 20.00 FEET; THENCE DEPARTING SAID NORTH LINE S 35°33'27"E, 59.44 FEET; THENCE N 77°27'02" E, 117.75 FEET; THENCE S 12°29'10" E, 20.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 16; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S 77°27'02" W, 130.54 FEET TO THE POINT OF BEGINNING.

THE AFORE DESCRIBED EASEMENT CONTAINS 3,818 FEET OR 0.09 ACRES MORE OR LESS.

GENERAL NOTES

1. THIS IS NOT A BOUNDARY SURVEY
2. THE BEARINGS SHOWN UPON THIS SKETCH ARE BASED UPON THE ST. JOHNS COUNTY, SANTA ROSA DRAINAGE IMPROVEMENTS, COUNTY PROJECT # 20-MCC-JON-11984

**GEOMATICS CORP.**

SURVEYING—MAPPING—GPS  
2804 N. FIFTH STREET, UNIT 101  
ST AUGUSTINE, FL 32084 PHONE (904)  
824-3088 FAX (904) 824-3753



LICENSED SURVEYOR  
CHANCELLER 1980 FLORIDA 19870 SOUTH CAROLINA 61147  
ALABAMA 6794 NORTH CAROLINA 604 6774

REVISION 1 - REVISED DRAINAGE EASEMENT & DESCRIPTION

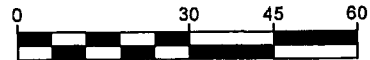
Exhibit "B"

MAP SHOWING SKETCH & DESCRIPTION OF  
PDE #5 BEING A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

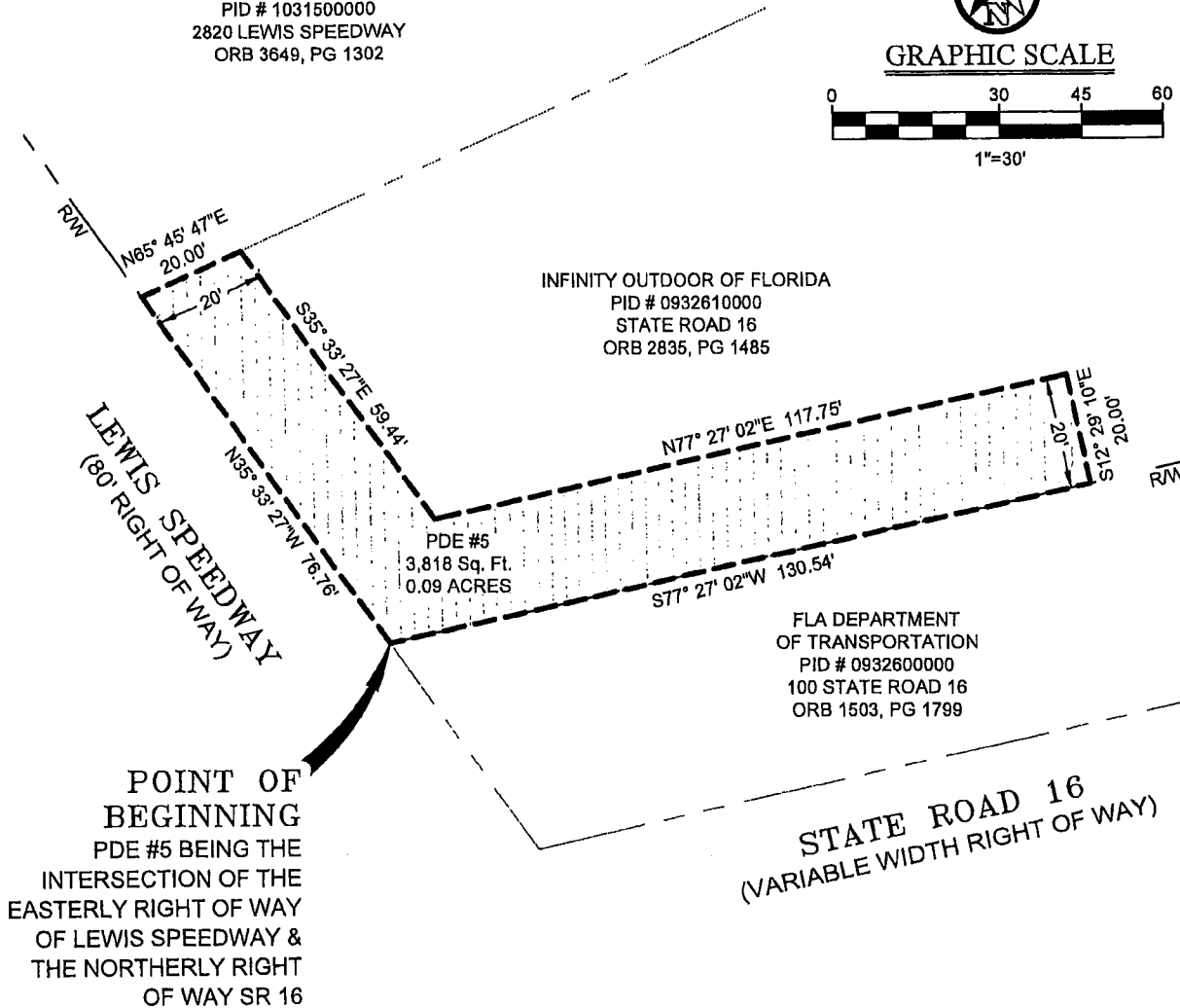
ALDRICH TIMOTHY W, CECELIA  
PID # 1031500000  
2820 LEWIS SPEEDWAY  
ORB 3649, PG 1302



GRAPHIC SCALE



1"=30'



Digitally signed by  
Russell D Flint  
Date: 2021.12.08  
14:17:54 -05'00'

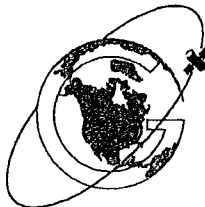
Russell D. Flint, Florida PSM #7324 Not Valid Without  
The Digital Signature Of A Florida Licensed Surveyor & Mapper

REVISION 1 - REVISED DRAINAGE EASEMENT & DESCRIPTION

**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 #919 FLORIDA #6970 SOUTH CAROLINA #3387  
ALABAMA #704 NORTH CAROLINA COA #3753



PROJECT NO: 20-3172.2

SKETCH DATE: 12/08/2021

CHECKED BY: R.FLINT

DRAWN BY: C.MUNDIS

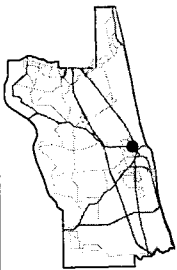
FIELD WORK: N/A

FB: N/A

PG.: N/A

PAGE: 1

OF 2



Aerial Photography 2021  
0 33,750 7,500 135,000  
Feet  
Date: 12/28/2021

Infinity Outdoor of Florida  
Easement Area

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 hereon.

