

RESOLUTION NO. 2022- 72

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

RECITALS

WHEREAS, certain property owner(s) have executed and presented to St. Johns County two Purchase and Sale Agreements for Grant of Easements, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof, across a portion of their property located off S. Holmes Boulevard; and

WHEREAS, acquisition of the easements 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 easements 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 Agreements and authorizes the County Administrator, or designee to execute the Agreements 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 Agreements 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 15 day of March, 2022.

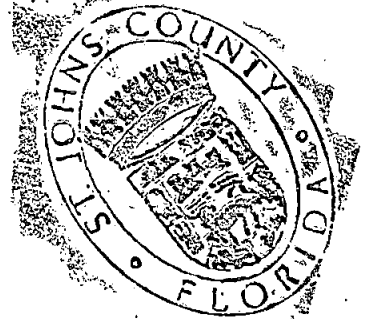
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chair

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

By: 
Deputy Clerk

Rendition Date 3/17/22



**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 **Dennis Everett Edwards** ("Sellers"), whose address is 4909 Silver Oaks Village, Orlando, FL 32808.

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 Easement is One hundred eighteen Dollars (**\$118.00**). 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: Dennis Everett Edwards
4909 Silver Oaks Village
Orlando, FL 32808

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:

SELLERS: Dennis Everett Edwards

Valerie H. Pacetti 2/9/22 Dennis Everett Edwards 02/09/2022
Signature Date Date

Valerie H. Pacetti
Print Name

Jessica Getchins 2/9/22 _____
Signature Date Date

Jessica Getchins
Print Name

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 5' WIDE DRAINAGE EASEMENT BEING WITHIN A PARCEL AS RECORDED IN ST JOHNS COUNTY, OFFICIAL RECORDS BOOK 5084, PAGE 289, ALSO BEING WITHIN SECTION 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

FROM THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 73, CLARKS ADDITION, MAP BOOK 1, PAGE 77, ST JOHNS COUNTY, FLORIDA; THENCE S87°51'02"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF W 9TH STREET (A 30' RIGHT OF WAY), 12.00 FEET; THENCE S02°08'58"W DEPARTING SAID RIGHT OF WAY, 5.00 FEET; THENCE N87°51'02"W, 11.54 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S VOLUSIA STREET A (30' RIGHT OF WAY); THENCE N03°08'39"W ALONG SAID RIGHT OF WAY, 5.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 59 SQUARE FEET MORE OR LESS.

**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 **Berlinda Faye Crooms and Michael Anthony Crooms, wife and husband** ("Sellers"), whose address is PO Box 1354, St. Augustine, FL 32085-1354.

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 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.

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written consent of all parties.

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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: Berlinda Faye Crooms and Michael Anthony Crooms
PO Box 1354
St. Augustine, FL 320845-1354

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.

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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.

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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.)

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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:

SELLER: Berlinda Faye Crooms

Debbi J. Taylor 2-4-22
Signature Date

Berlinda Faye Crooms 2-4-2022
Date

Debbi Taylor
Print Name

SELLER: Michael Anthony Crooms

Jessica Getchius 2/4/22
Signature Date

Michael Anthony Crooms 2-4-2022
Date

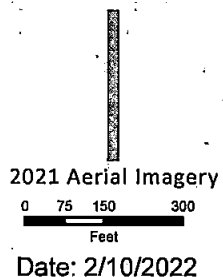
Jessica Getchius
Print Name

EXHIBIT "A"

A PERPETUAL 8' WIDE DRAINAGE EASEMENT BEING WITHIN A PARCEL AS RECORDED IN ST JOHNS COUNTY, OFFICIAL RECORDS BOOK 5070, PAGE 1486, 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 SOUTHEAST CORNER OF LOT 24, BLOCK 49, 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), 58.20 FEET TO THE POINT OF BEGINNING; THENCE N87°50'26"W ALONG SAID RIGHT OF WAY, 30.00 FEET; THENCE N02°09'34"E DEPARTING SAID RIGHT OF WAY, 8.00 FEET; THENCE S87°50'26"E, 30.00 FEET; THENCE S02°09'34"W, 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 240 SQUARE FEET MORE OR LESS.



S Holmes CDBG Drainage Project

Grant of Easements
 for drainage

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.

