

RESOLUTION NO. 2025 - 193

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 A TEMPORARY CONSTRUCTION EASEMENT NEEDED FOR THE PORPOISE POINT DRIVE BEACH ACCESS PROJECT.

RECITALS

WHEREAS, a certain property owner has executed and presented to St. Johns County (“County”) a Purchase and Sale Agreement for a Temporary Construction Easement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, across a portion of his property located on Porpoise Point Drive; and

WHEREAS, the easement is needed for the County’s construction of the improvements for the Porpoise Point Drive Beach Access Project; and

WHEREAS, it is in the best interest of the County to approve acquiring this property for 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, in substantially the form attached.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerks Office.

Section 4. 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.

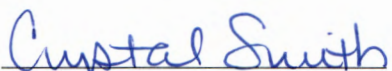
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of June, 2025.

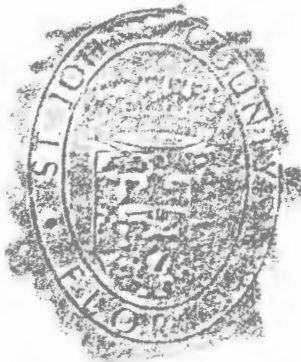
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUN 17 2025

By: 
Krista Joseph, Chair

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

By: 
Deputy Clerk



**PURCHASE AND SALE AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2025, 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 **PAUL J. SCHILLING**, an individual ("Seller"), whose address is 431 Porpoise Point Drive, St. Augustine, Florida 32084.

WITNESSETH:

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

WHEREAS, Seller alleges costs for reviewing the Temporary Construction Easement that were in the neighborhood of two thousand 00/100 dollars and the County has agreed to pay those costs if redacted invoices were produced; and

WHEREAS, it is in the public interest for the Buyer to acquire a Temporary Construction Easement ("Easement Area") over the land.

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 Temporary Construction Easement is not to exceed Three Thousand and 00/100 Dollars (**\$3,000.00**). The Purchase Price shall be in cash or other immediately available funds.

Said Easements shall contain substantially the same terms and conditions as set forth on the Temporary Construction Easement attached hereto as *Exhibit "B"*, and by this reference incorporated herein. If the Easement Area 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 Area from a dedicated public road, street, or highway, to facilitate Buyer's inspection rights under the Temporary Construction Easement.

3. Closing. Unless extended by the terms of Section 24, or other provisions hereof, the closing of the sale of the Easement Area ("Closing") shall take place at 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. Seller's Representations. Seller represents to Buyer that they own fee simple title to the Easement Area and have full right and authority to execute this Agreement and consummate the transaction 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 Buyer a Temporary Construction Easement.

(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 Temporary Construction Easement, including documentary stamps and title insurance and Seller will pay costs to clear the title, real estate commission, if any, and property taxes due today of closing. 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 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 Easement Area. 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 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, if there is one, 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: PAUL J. SCHILLING
431 Porpoise Point Drive
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. 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.

{The remainder of this page was intentionally left blank. Signatures to follow.}

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

WITNESSES:

[Signature] 05/14/2025
Signature Date

Brett Heimburger
Print Name

[Signature] 5/16/25
Signature Date

Laura Sanchez
Print Name

SELLER:
PAUL J. SCHILLING

By: Paul J. Schilling

PAUL J. SCHILLING
Print Name

OWNER
Title

05-16-2025
Date

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

WITNESSES:

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

Signature Date

Print Name

Signature Date

Print Name

By: _____
Joy Andrews
County Administrator
Date: _____

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

Deputy Clerk

EXHIBIT "A"
Legal Description of Grantor's Property

Lot 37, Block 2, PORPOISE POINT, according to the map or plat thereof as recorded in Map Book 15, Pages 1-9, of the Public Records of St. Johns County, Florida.

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this ____ day of _____, 2025, by and between PAUL J. SCHILLING, an individual, whose address is 431 Porpoise Point Drive, St. Augustine, Florida 32084, *grantor* and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, *grantee*.

WITNESSTEH, that for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property for access to perform construction activities on the Porpoise Point Beach Ramp per the plans and specifications dated July 20 2024, said property located in St. Johns County, Florida, described as follows:

The East Nine (9) feet of Lot 37, Bock 2, Porpoise Point, according to map thereof recorded in Map Book 15, pages 1 through 9, of the public records of St. Johns County, Florida.

To the maximum extent permitted by law the County shall be responsible for damage to lands or improvements that are caused by the negligence of County, its employees, agents or contractors; provided, however, that nothing herein shall be construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. As to any damage caused by negligence of any employee of the County, its agents or contractors, the provisions of Section 768.28, Florida Statutes, as this statute may be amended from time to time, may be applicable and shall be deemed to apply to this contractual agreement to indemnify for negligence.

It is understood and agreed by the parties hereto that the rights granted herein will terminate twelve (12) months from the date of execution of this easement.

Nothing in this easement gives the grantee the right to tie into the seawall or impact the seawall on grantor's property and grantee shall be liable to grantor for any damage to grantor's property caused by any damage grantee causes to the seawall. Further, at grantee's cost, the grantee shall put the grantor's property back to its original condition as promptly as possible when the project is complete, including but not limited to repairs to the seawall, if any, are needed; replacement of any sod with zoysia grass; replacement of any trees with trees of the same size and type.

In the event that litigation is required to enforce the grantee's obligations as stated in this paragraph, then the prevailing party of any such litigation shall be entitled to recover all of its reasonable attorney's fees and costs, including fees and costs incurred in litigating the reasonableness of the amount.

{Remainder of this page was intentionally left blank. Signatures to follow.}

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTOR:

Print Witness Name: _____
Address: _____

Paul J. Schilling

Print Witness Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by Paul J. Schilling.

Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced



Subject Property



2024 Aerial Imagery

Date: 5/22/2025

Porpoise Point Drive
Purchase and Sale Agreement
Temporary Construction 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.