

RESOLUTION NO. 2007- 352

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT OF EASEMENT FOR DRAINAGE IMPROVEMENTS RELATED TO SEGMENT I OF THE WEST KING STREET IMPROVEMENT PROJECT.**

**RECITALS**

**WHEREAS**, Patrick W. Crews and Tina R. Crews, have executed and presented to the County a Purchase and Sale Agreement of Easement, attached hereto as Exhibit "A" incorporated by reference and made a part hereof, for a Perpetual Easement for drainage structures located on their property as described in the attached agreement; and

**WHEREAS**, the easement will allow the County to improve existing drainage in connection with the Fox Creek Regional Pond and for continued maintenance in the future, as part of the West King Street Improvement Project; and

**WHEREAS**, per Florida Statute 125.335 1(b), the Board may exempt a purchase in an amount of \$100,000 or less from the requirements for an appraisal, and staff has determined and the owners have agreed, that based on comparable sales in the area the value in the Agreement is reasonable; and

**WHEREAS**, it is in the best interest of the County to acquire this easement for the purposes mentioned above.

**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 of St. Johns County hereby approves the terms of the Purchase and Sale Agreement of Easement and authorizes the County Administrator to execute said Purchase and Sale Agreement of Easement.

Section 3. The Clerk of Courts of St. Johns County is instructed to file the original Purchase and Sale Agreement of Easement in the Clerk's office.

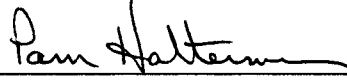
PASSED AND ADOPTED, this 13<sup>th</sup> day of November, 2007.

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

By: 

Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

  
Deputy Clerk

RENDITION DATE 11/15/07

**Exhibit "A"**  
**to the Resolution**

**PURCHASE AND SALE AGREEMENT OF EASEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2007, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **PATRICK W. CREWS and TINA R. CREWS**, husband and wife, ("Seller"), whose address is 1185 Bayforest Road, St. Augustine, Florida 32084.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing a Perpetual Easement on a portion of the property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest for the Buyer to acquire easement rights on said piece of property described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for drainage structures and

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

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$3,100.00. The Purchase Price shall be paid as follows: \*

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<u>\$3,100.00</u>
<b>TOTAL PURCHASE PRICE</b>		<b>\$3,100.00</b>

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

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Easement, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

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 County, Inc., 3670 US 1 South, Suite 110, St. Augustine, FL 32086, on or before sixty days (60) from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. Seller's Representations. Seller represents to Buyer that he owns 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, Seller shall deliver or cause to be delivered to Buyer the following:

(i) an exclusive perpetual Easement ("Easement") conveying the easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

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

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

(d) 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 the owner's title policy issued pursuant to the Commitment, the cost of recording the Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

7. 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.

8. 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.

9. 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.

10. 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.

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

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

13.. 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: Patrick W. Crews and Tina R. Crews  
1185 Bayforest Road  
St. Augustine, Florida 32084

Buyer: St. Johns County, Florida, a political subdivision  
Of the State of Florida  
4020 Lewis Speedway  
St. Augustine, Florida 32084

14. 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.

15. 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.

16. 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.

17. 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.

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

WITNESSES:

Tabitha M. Crews  
Signature

Tabitha M. Crews  
Print

Faith Caudill  
Signature

Faith Caudill  
Print

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

ATTEST: Cheryl Strickland, Clerk

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

SELLERS:

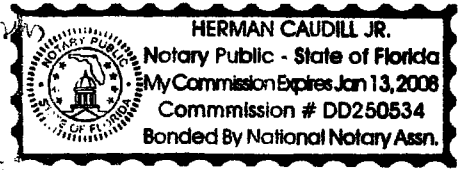
Patrick W. Crews  
Signature

Patrick W. Crews  
Print

Tina R. Crews  
Signature

Tina R. Crews  
Print

my commission expires  
HERE FROM  
CAUDILL JR.



BUYER:

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

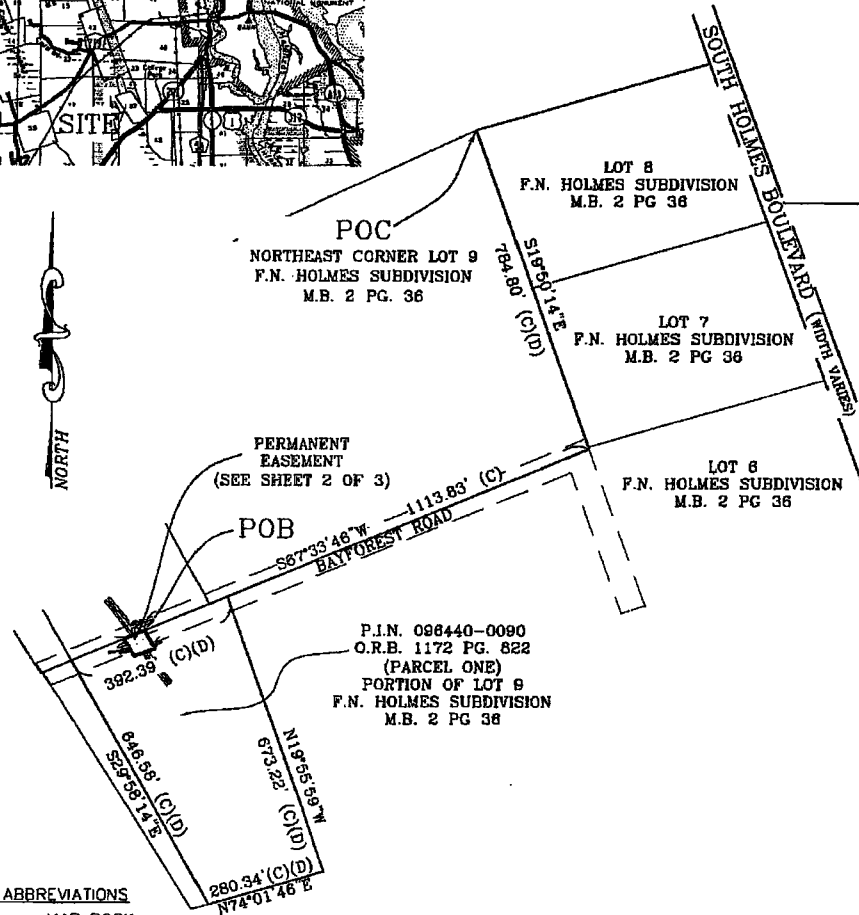
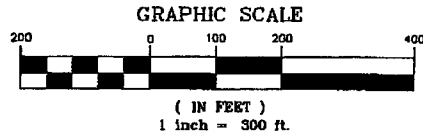
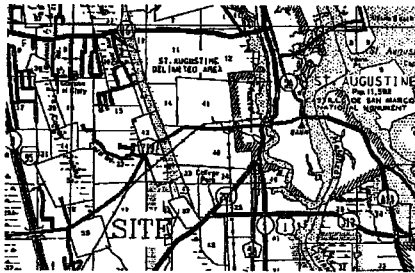
By: \_\_\_\_\_  
Michael D. Wanchick                      Date  
County Administrator

# SKETCH OF DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST JOHNS COUNTY, FLORIDA

#805

VICINITY MAP (N.T.S.)



**LEGEND & ABBREVIATIONS**

- M.B. = MAP BOOK
- PG. = PAGE
- P.I.N. = ST. JOHNS COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- CMP = CORRUGATED METAL PIPE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG(S). = PAGE
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- (C) = CALCULATED
- (D) = DEED
- R/W = RIGHT OF WAY

SURVEYOR'S NOTES INCLUDED  
ON SHEET 3 OF 3

SKETCH OF DESCRIPTION  
**THIS IS NOT A SURVEY**

PARCEL 096440-0090

SHEET 1 OF 3

DESCRIPTION ON SHEET 3 OF 3

PREPARED FOR:  
ST. JOHNS COUNTY, FLORIDA  
REVISED 05-07-07  
DATE: DECEMBER 21, 2006 SCALE: 1"=300'  
PROJECT # 03-0299.002  
DESIGN: AD CHECKED: JAA

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

*J.A.C.* 05-07-07  
JOHN A. ANDERBERG DATE  
PROFESSIONAL SURVEYOR AND MAPPER #5881  
STATE OF FLORIDA

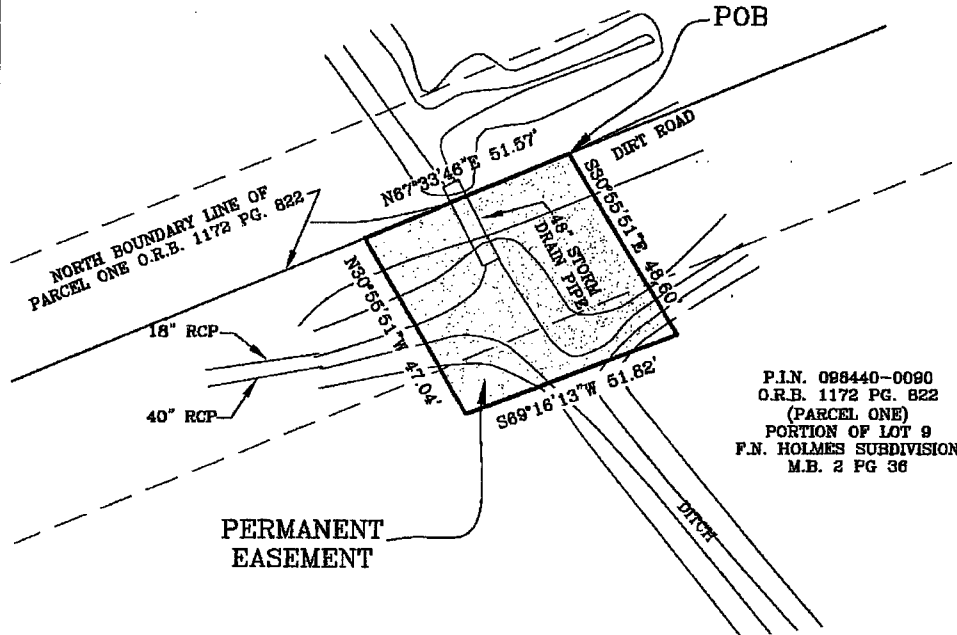
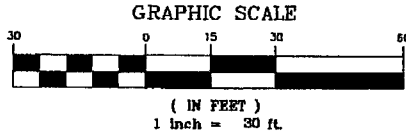
**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
Phone: (904) 641-0123  
L.B. #2648

4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216

# SKETCH OF DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

#805



P.I.N. 098440-0090  
O.R.B. 1172 PG. 822  
(PARCEL ONE)  
PORTION OF LOT 9  
F.N. HOLMES SUBDIVISION  
M.B. 2 PG 36

**LEGEND & ABBREVIATIONS**

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ON SHEET 3 OF 3

SKETCH OF DESCRIPTION

SHEET 2 OF 3

**THIS IS NOT A SURVEY**

PARCEL 096440-0090

DESCRIPTION ON SHEET 3 OF 3

PREPARED FOR:

ST. JOHNS COUNTY, FLORIDA

REVISED 05-07-07

DATE: DECEMBER 21, 2006 SCALE: 1"=30'

PROJECT #: 03-0299.002

DESIGN: AD CHECKED: JAA

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*JAA* 05-07-07  
JOHN A. ANDERBERG DATE  
PROFESSIONAL SURVEYOR AND MAPPER #5881  
STATE OF FLORIDA



ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
Phone: (904) 641-0123  
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# DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

#805

**PERMANENT EASEMENT  
LEGAL DESCRIPTION:**

A PORTION OF LOT 9, F.N. HOLMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 36, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 9 OF SAID F.N. HOLMES SUBDIVISION; THENCE SOUTH 19°50'14" EAST ALONG THE EASTERLY LINE OF LOT OF SAID LOT 9, A DISTANCE OF 784.80 FEET; THENCE SOUTH 67°33'46" WEST A DISTANCE OF 1113.83 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1172 PAGE 822 AND THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 30°55'51" WEST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 48.60 FEET; THENCE SOUTH 69°16'13" EAST, A DISTANCE OF 51.82 FEET; THENCE NORTH 30°55'51" EAST, A DISTANCE OF 47.04 FEET TO SAID NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1172 PAGE 822; THENCE NORTH 67°33'46" EAST, ALONG SAID NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1172 PAGE 822, A DISTANCE OF 51.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,439 SQUARE FEET, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
3. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
4. THE BEARINGS HEREON ARE STATE PLANE, FLORIDA EAST ZONE, BASED ON ST. JOHNS COUNTY GEODETIC CONTROL NETWORK STATIONS "03-58" AND "D003", WHEREIN THE BEARING FROM STATION "03-58" TO STATION "D003" BEARS NORTH 45°31'56" EAST.

SKETCH ON SHEETS 1-2 OF 3

SHEET 3 OF 3

**PREPARED FOR:**  
ST. JOHNS COUNTY, FLORIDA  
REVISED 05-07-07  
**DATE:** DECEMBER 21, 2006 **SCALE:** N/A  
**PROJECT #:** 03-0299.002  
**DESIGN:** AD      **CHECKED:** JAA

DATE	REVISIONS



Phone: (904) 641-0123

L.B. #2648

4540 Southside Boulevard, Suite 1601 - Jacksonville, Florida 32216

Prepared by:  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**GRANT OF EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2007, between **PATRICK W. CREWS and TINA R. CREWS, husband and wife**, whose address is 1185 Bayforest Road, St. Augustine, Florida 32084, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

**WITNESSETH:** That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, his successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to enter and maintain the drainage of surface waters either above or below the surface of the ground, together with the right to install and maintain drainage facilities, 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

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

**Signed and Sealed in Our  
Presence as Witnesses:**

**Grantor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Patrick W. Crews

\_\_\_\_\_  
Print

\_\_\_\_\_  
Tina R. Crews

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by **PATRICK W. CREWS and TINA R. CREWS**, who are personally known to me, or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

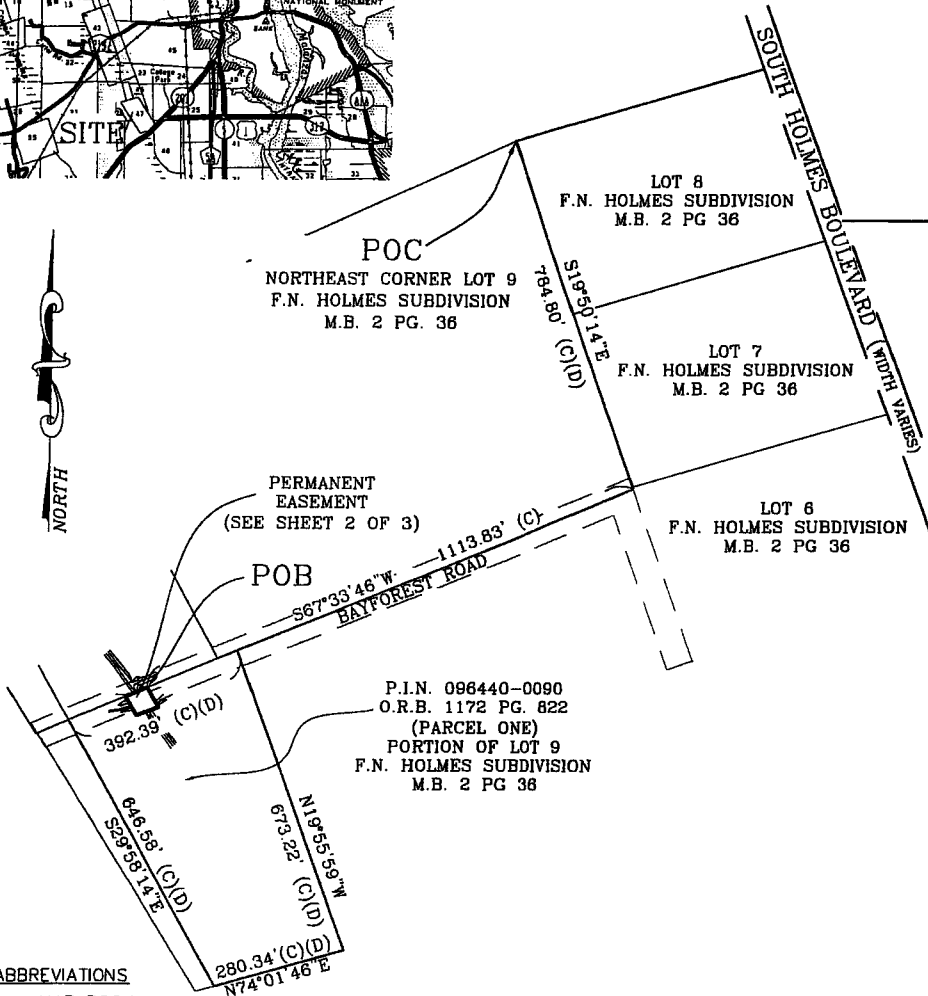
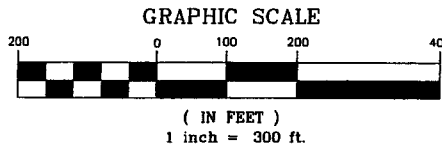
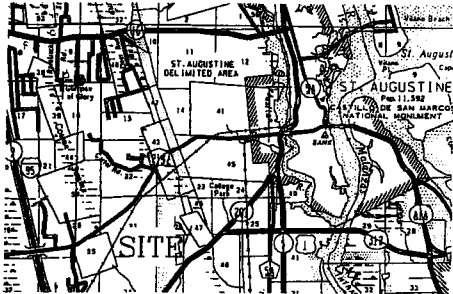
My Commission Expires: \_\_\_\_\_

# SKETCH OF DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST JOHNS COUNTY, FLORIDA.

#805

VICINITY MAP (N.T.S.)



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SURVEYOR'S NOTES INCLUDED  
ON SHEET 3 OF 3

SKETCH OF DESCRIPTION  
**THIS IS NOT A SURVEY**

**PARCEL 096440-0090**

**SHEET 1 OF 3**

**DESCRIPTION ON SHEET 3 OF 3**

**PREPARED FOR:**

ST. JOHNS COUNTY, FLORIDA  
REVISED 05-07-07  
DATE: DECEMBER 21, 2006 SCALE: 1" = 300'  
PROJECT # 03-0299.002  
DESIGN: AD CHECKED: JAA

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL

*J.A. Anderberg* 05-07-07  
JOHN A. ANDERBERG DATE  
PROFESSIONAL SURVEYOR AND MAPPER #5881  
STATE OF FLORIDA



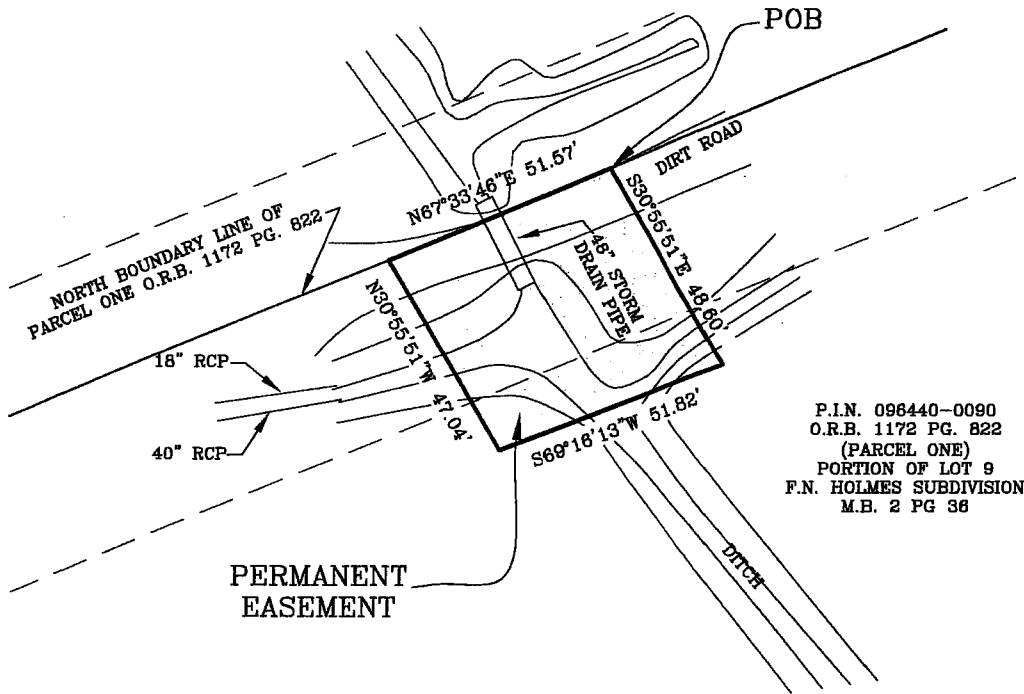
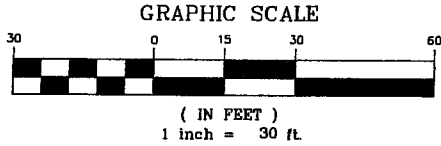
Phone: (904) 641-0123  
L.B. #2648

4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216

# SKETCH OF DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

#805



P.I.N. 096440-0090  
O.R.B. 1172 PG. 822  
(PARCEL ONE)  
PORTION OF LOT 9  
F.N. HOLMES SUBDIVISION  
M.B. 2 PG 36

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ON SHEET 3 OF 3

SKETCH OF DESCRIPTION  
**THIS IS NOT A SURVEY**

**PARCEL 096440-0090**

SHEET 2 OF 3

DESCRIPTION ON SHEET 3 OF 3

**PREPARED FOR:**

ST. JOHNS COUNTY, FLORIDA  
REVISED 05-07-07  
DATE: DECEMBER 21, 2006 SCALE: 1"=30'

PROJECT #: 03-0299.002

DESIGN: AD CHECKED: JAA

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*JCCy* 05-07-07  
JOHN A. ANDERBERG DATE  
PROFESSIONAL SURVEYOR AND MAPPER #5881  
STATE OF FLORIDA



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# DESCRIPTION

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RANGE 29 EAST  
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#805

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CONTAINING 2,439 SQUARE FEET, MORE OR LESS.

Together with access easements recorded in Official Records Book 1172, Page 822, of the public records of St. Johns County, Florida.

## SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
3. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
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SKETCH ON SHEETS 1-2 OF 3

SHEET 3 OF 3

### PREPARED FOR:

ST. JOHNS COUNTY, FLORIDA

REVISED 05-07-07

DATE: DECEMBER 21, 2006 SCALE: N/A

PROJECT #: 03-0299.002

DESIGN: AD

CHECKED: JAA

DATE	REVISIONS



# DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

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4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216