

RESOLUTION NO. 2015- 34

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT OF EASEMENT REQUIRED FOR DRAINAGE IMPROVEMENTS ON THE SOUTHWEST CORNER OF PACETTI ROAD AND SILO ROAD AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the owner of property along Silo Road has agreed to sell to St. Johns County and executed the Purchase and Sale Agreement of Easement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for a perpetual easement required for drainage improvements along the southwest corner of Pacetti Road and Silo Road; and

WHEREAS, the purchase of this easement will allow the County to install drainage structures within the easement area as part of said improvements; and

WHEREAS, it is in the best interest of the County to approve the purchase of the easement 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.

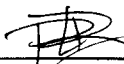
Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreement of Easement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County and move forward to close this transaction.

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

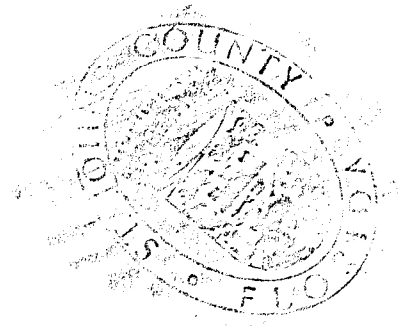
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of February, 2015.

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

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk



REVISION DATE 2/19/15

EXHIBIT "A" TO RESOLUTION
PURCHASE AND SALE AGREEMENT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2015 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 KEVIN M. CARROLL, ("Seller"), whose address is 5005 Silo Road, St. Augustine, Florida 32092.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an exclusive 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 purposes; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$3,000.00. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	\$3,000.00
TOTAL PURCHASE PRICE		\$3,000.00

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

2. 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.

3. 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 easement rights to the Property for drainage purposes.

4. 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.

5. 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.

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

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

8. 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.

9. 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: Kevin M. Carroll
5005 Silo Road
St. Augustine, Florida 32092**

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Replacement of Fence. The Buyer shall replace any portion of the fence that is removed as a result of this project.

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

WITNESSES:

Sheeri Lewis
Signature

Sheeri Lewis
Print

Laurie Ford
Signature

Laurie Ford
Print

WITNESSES:

Signature

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk
By: _____
Deputy Clerk

SELLER:

Kevin M. Carroll
Kevin M. Carroll

BUYER:

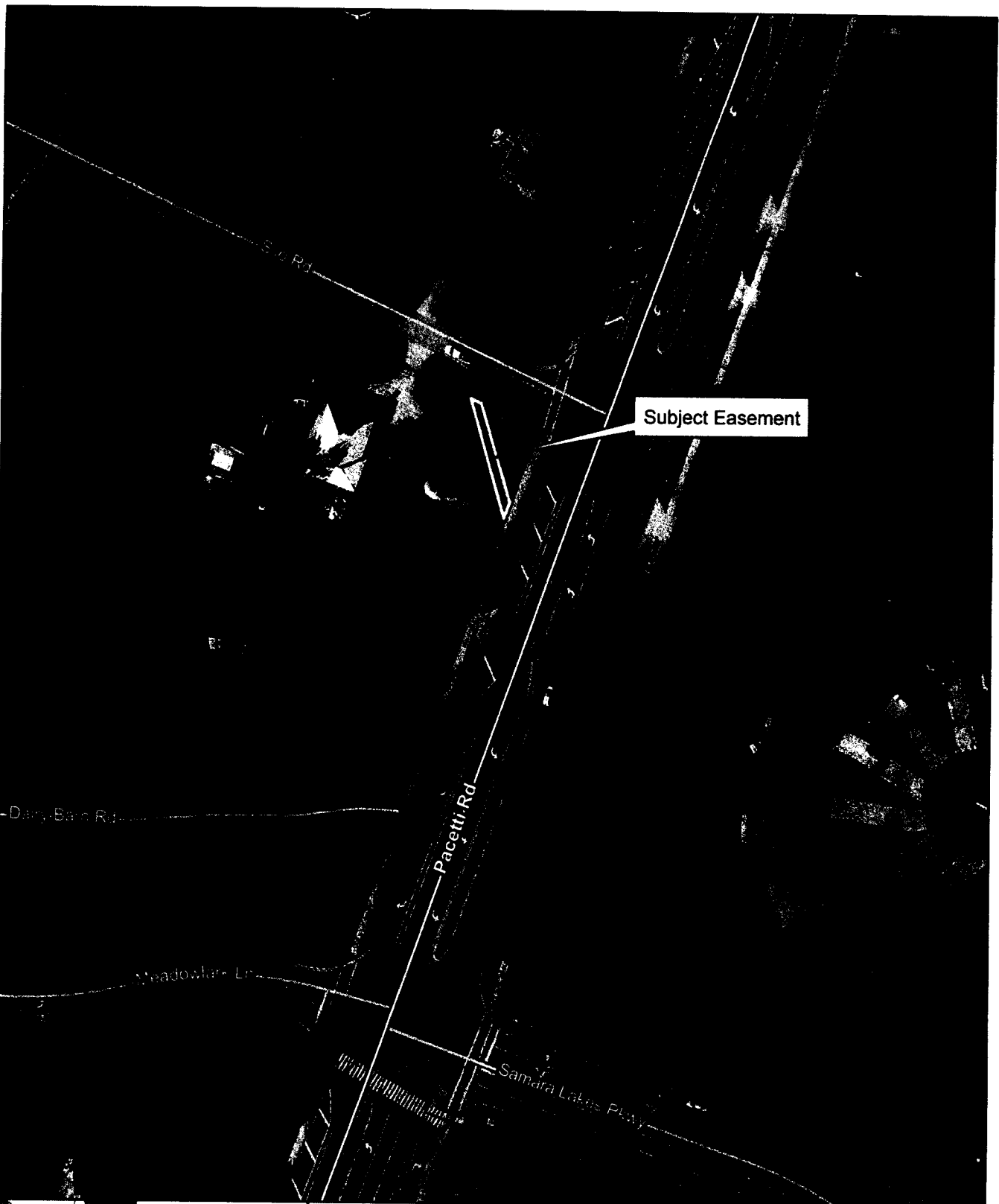
ST. JOHNS COUNTY, FLORIDA
a political subdivision of the
State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

Exhibit "A"

A PARCEL OF LAND IN SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PACETTI ROAD, AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY, WITH THE SOUTHERLY RIGHT OF WAY LINE OF SILO ROAD AS SHOWN ON THE PLAT OF MILL CREEK ESTATES AS RECORDED IN MAP BOOK 14, PAGES 104 THRU 106 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 19°46'08" WEST, ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF PACETTI ROAD, A DISTANCE OF 42.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°46'08" WEST, ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 22.39 FEET; THENCE NORTH 22°17'43" WEST A DISTANCE OF 96.51 FEET; THENCE SOUTH 64°21'33" EAST, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF SILO ROAD, A DISTANCE OF 22.39 FEET; THENCE SOUTH 22°17'43" EAST A DISTANCE OF 63.27 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1198 SQUARE FEET, MORE OR LESS.



Subject Easement



2013 Aerial Imagery
0 50 100
Feet
January 27, 2015

SILO ROAD *Easement*

Land Management
Systems
Real Estate
Division
(904) 209-0764

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.

