

RESOLUTION NO. 2020- 204

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF A PERPETUAL EASEMENT FOR THE MCCULLOUGH STREET DRAINAGE IMPROVEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the owners of certain property located at the southwest intersection of McCullough Street and Usina Street have executed and 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 a perpetual easement across a corner clip of their property; and

WHEREAS, the easement will allow the County to perform necessary drainage improvements and do routine maintenance to provide for adequate drainage to this area; and

WHEREAS, it is in the best interest of the County to purchase this 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 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 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 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 this 16 day of June, 2020.

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

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 6/18/20



**PURCHASE AND SALE AGREEMENT FOR
GRANT OF EASEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2020, 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 **ROBERT J. WEBB** and **DEBORA D. WEBB**, as co-Trustees of the Robert and Debora Webb Living Trust, U/A dated September 27, 2016 ("Sellers"), whose address is 643 S. 77th Street, Mesa, Arizona 85208-6453.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an 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, it is in the public interest for the Buyer to acquire an Easement over 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 Five-Hundred Sixteen 60/100 Dollars (\$516.60). The Purchase Price shall be in cash or other immediately available funds.

3. Closing. Unless extended by the terms of Section 25, 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. Seller's Representations. Seller represents to Buyer that he 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 Buyer a Grant of 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, including documentary stamps, and Seller will pay any taxes due. 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 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. 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.

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 receive an immediate refund of the Deposit, if one has been made, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance.

(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. Temporary 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 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

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.

Purchase and Sale Agreement

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

WITNESSES:

SELLER:

James Herman
Signature Date

Robert J. Webb
Robert J. Webb Date

JAMES HERMAN
Print Name

Jessica Herman
Signature Date

Debra D. Webb
Debra D. Webb Date

JESSICA HERMAN
Print Name

BUYER:
WITNESSES:

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

Signature Date

By: _____
Hunter S. Conrad Date

Print

County Administrator

Signature Date

Print

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

EXHIBIT "A"

A PART OF LOT 11, BLOCK E, AS SHOWN ON PLAT OF McCULLOUGH ADDITION, PONCE DE LEON HEIGHTS AS RECORDED IN MAP BOOK 3, PAGE 135 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, BEGIN AT THE NORTHEAST CORNER OF SAID LOT 11, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MCCULLOUGH STREET AS NOW ESTABLISHED WITH THE WEST RIGHT OF WAY LINE OF USINA STREET AS NOW ESTABLISHED; THENCE SOUTH $00^{\circ}29'44''$ EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID USINA STREET, AS NOW ESTABLISHED, A DISTANCE OF 18.00 FEET; THENCE NORTH $48^{\circ}46'21''$ WEST A DISTANCE OF 26.80 FEET; THENCE NORTH $89^{\circ}01'35''$ EAST, ALONG THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF McCULLOUGH STREET, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 180 SQUARE FEET, MORE OR LESS.

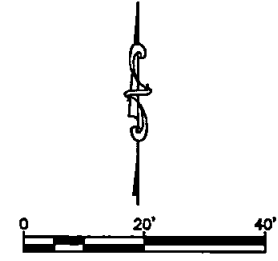
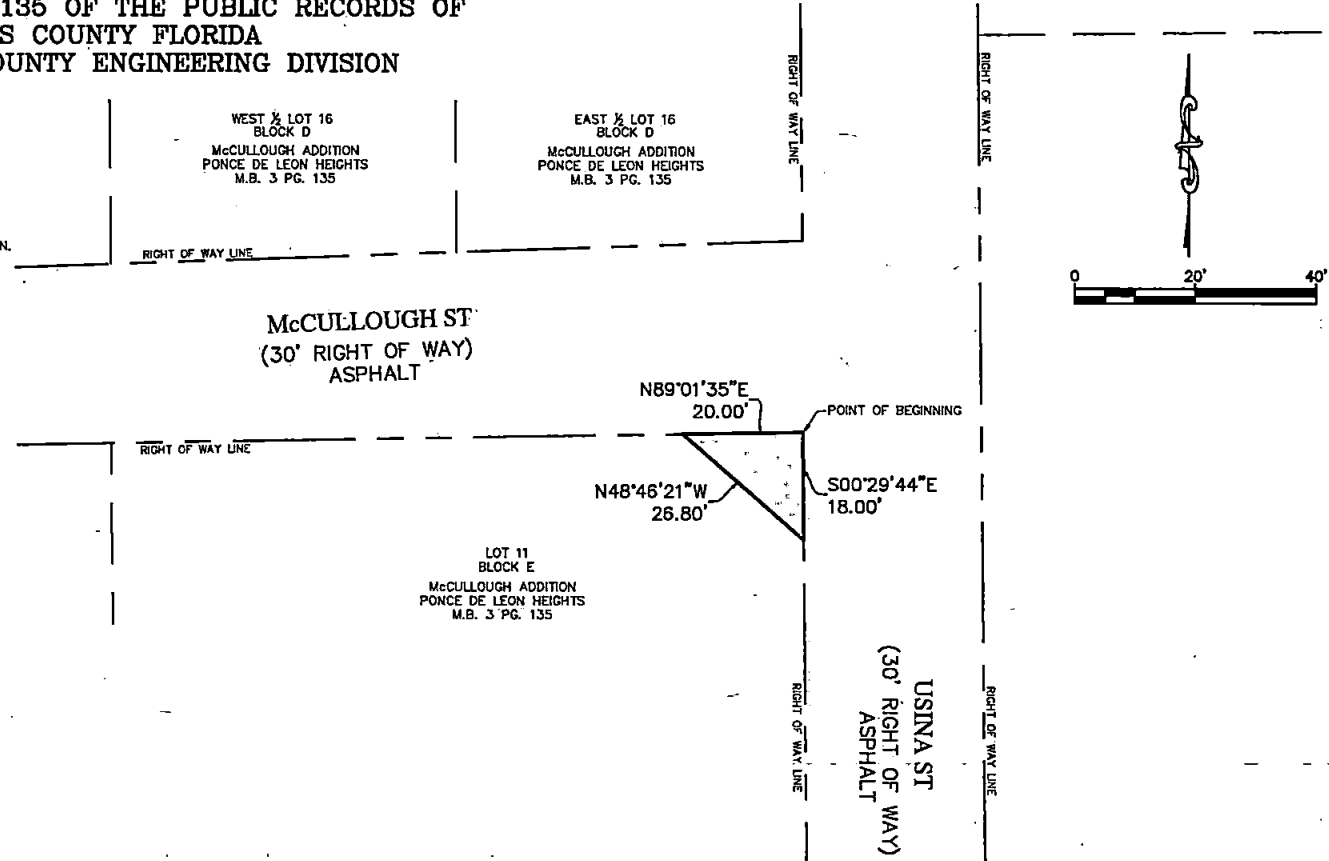
**MAP SHOWING A SKETCH OF DESCRIPTION OF
A PART OF McCULLOUGH ADDITION PONCE DE LEON HEIGHTS, AS RECORDED
IN MAP BOOK 3, PAGE 135 OF THE PUBLIC RECORDS OF
ST. JOHNS COUNTY FLORIDA
FOR: ST. JOHNS COUNTY ENGINEERING DIVISION**

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2019.

LEGEND

- RIGHT OF WAY LINE
- M.B. MAP BOOK
- PG. PAGE



McCULLOUGH ST - EASEMENT

SKETCH OF DESCRIPTION
DATE OF SKETCH: APRIL 13, 2020



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION**

**500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084**

**PATRICIA GAIL OLIVER P.S.M. NO. 4564
Phone (904) 209-0770 Email: goliver@sjcfl.us**

DRAWN BY: J. MANNING

FILE NUMBER: S-1072

SHEET NO. 1

OF 1



Subject Area

McCullough St

Usina St

State Road 16



2019 Aerial Imagery
May 19, 2020

*McCullough Street
Grant of Easement
Drainage Improvements*

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.

