

RESOLUTION NO. 2021- 525

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

RECITALS

WHEREAS, a certain property owner has executed and presented to St. Johns County a Purchase and Sale Agreement for Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, across a portion of its property located off S. Holmes Boulevard; and

WHEREAS, acquisition of the 150sf easement 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 easement 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.

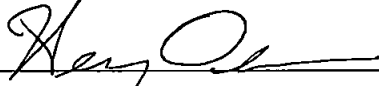
Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County and move forward to close the transaction.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement 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 21 day of December, 2021.

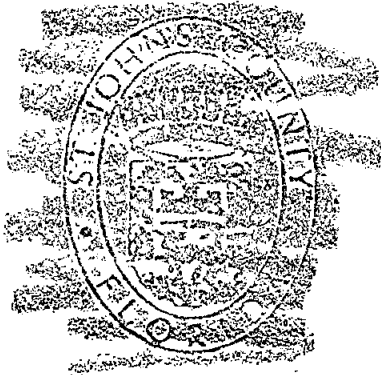
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Deán, Chair

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

RENDITION DATE 12-22-2021

By: 
Deputy Clerk



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

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2021, 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 **Radian Real Estate Services, Inc.** ("Sellers"), whose address is 1500 Market Square, Suite 2050, Philadelphia, PA 19102.

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 Three hundred Dollars (**\$300.00**). 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: Radian Real Estate Services, Inc.
1500 Market Square, Suite 2050,
Philadelphia, PA 19102

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:

Signature _____
Date 10/28/21
Print Name _____
Mugs Harris

Signature _____
Date 10/28/21
Print Name _____
Dylan Harris

Signature _____
Date _____
Print Name _____
JASON C. STANDISH

Signature _____
Date 10/28/21
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"

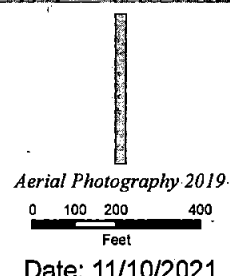
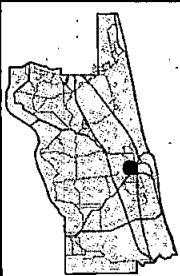
A PERPETUAL 5' WIDE DRAINAGE EASEMENT BEING WITHIN A PARCEL AS RECORDED IN ST JOHNS COUNTY, OFFICIAL RECORDS BOOK 3299, PAGE 573, ALSO BEING WITHIN SECTION 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 101, AUGUSTINE, MAP BOOK 1, PAGE 77, ST JOHNS COUNTY, FLORIDA; THENCE S87°37'07"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF COLLIER BOULEVARD (A 30' RIGHT OF WAY), 186.88 FEET TO THE POINT OF BEGINNING; THENCE N02°22'53"E DEPARTING SAID RIGHT OF WAY, 5.00 FEET; THENCE S87°37'07"E, 30.00; THENCE S02°22'53"W, 5.00 FEET TO A POINT ON SAID RIGHT OF WAY; THENCE N87°37'07"W ALONG SAID RIGHT OF WAY, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 150 SQUARE FEET MORE OR LESS.



Radiah Real Estate



S. Holmes Boulevard
CDBG Drainage Project

Grant of Easement
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.

