

RESOLUTION NO. 2022- 33

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 A HOLD HARMLESS AGREEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY FOR THE S. HOLMES BOULEVARD CDBG DRAINAGE PROJECT.

RECITALS

WHEREAS, a property owner has executed and presented to St. Johns County a Purchase and Sale Agreement for Grant of Easement and a Hold Harmless Agreement, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof, for the S. Holmes Boulevard CDBG Drainage Project; and

WHEREAS, acquisition of the Grant of Easement is required to allow the County to perform the drainage improvements for the S. Holmes Boulevard CDBG Drainage Project and to allow for future maintenance of the drainage areas; and

WHEREAS, the Hold Harmless Agreement is required for the County to receive a permit from St. Johns River Water Management District for the S. Holmes Boulevard CDBG Drainage Project; and

WHEREAS, it is in the best interest of the County to acquire the Grant of Easement and Hold Harmless Agreement 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 the Hold Harmless 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 record the Hold Harmless Agreement in the official records and 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 1st day of February, 2022.

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

By: Henry Dean
Henry Dean, Chair

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

By: Pam Halterman
Deputy Clerk



RENDITION DATE 2/3/22

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

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of September 14, 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 **Allen Family Trust**, ("Sellers"), whose address is 2220 CR 210 W, #108, Jacksonville, Florida 32259.

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 Two hundred fifty Dollars (**\$250.00**). 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: Allen Family Trust
2220 CR 210 W, #108
Jacksonville, FL 32259

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:

SELLERS: Allen Family Trust

Ramon Toms 9/14/2021
Signature Date

Ramon Toms
Print Name

JL Williams 9/14/2021
Trustee Signature Date

JL Williams
Print Trustee Name

Lamont Young 9/14/2021
Signature Date

Lamont Young
Print Name

Date

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"

DRAINAGE EASEMENT DESCRIPTION DE-52:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 2 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4859, PG 1239, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE WESTERLY 30 FEET OF SAID LOT 2, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

DRAINAGE EASEMENT DESCRIPTION DE-53:

A VARIABLE WIDTH APPURTENANT EASEMENT LOCATED IN LOT 2 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4859, PG 1239, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 2, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 2, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 2, 70.04 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 17°05'46" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND, 100.12 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 2; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 65.04 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,758 SQUARE FEET, MORE OR LESS.
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

Exhibit "B" to Resolution

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS ("Agreement") entered into this 14 day of September, 2021, by

Allen Family Trust ("Grantor") whose address is 2220 CR 210 W, #108, Jacksonville, FL 32259, in favor of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee") whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, as a condition of the Grant of Easement from Grantor to the Grantee, to further insulate the Grantor and the Grantee from any liability (administrative, legal, equitable or otherwise) for any negligent or intentional act or omission caused or directed by, which is related to, and/or associated with granting this Grant of Easement; and

WHEREAS, this Agreement pertains only to the property described in Exhibit "A" attached hereto and made a part hereof and confers no rights upon any other property as stipulated by Florida Statute.

NOW THEREFORE, in consideration of being granted the above referenced Grant of Easement, does hereby agree as follows:

Section 1. **Findings.** The above Recitals are incorporated by reference in to the body of this Agreement, and such Recitals are acknowledged as Findings of Fact.

Section 2. **Definitions.** Construction – any improvements made to the land.

Section 3. **Duration of Agreement.** Agreement is to run with the land as described herein, to all subsequent heirs, successors, legal representatives, and assigns.

Section 4. **Intent of County with Respect to utilization of the easement.** With respect to Grantor utilization of the easement described herein, it is the intent of the Grantee to ensure that the pond area of the easement will be inspected periodically, maintained, and repaired, as the need arises by the Grantee. In addition, Grantor will hold the Grantee harmless, thereafter indemnifying the Grantee from any third party, known or unknown at the time of this Agreement.

Section 5. **Indemnification.** The Grantor and Grantee shall indemnify, defend, and hold each other harmless from, and against, all claims to the full extent permitted by law (including contractual, and injunctive), losses (including property, personal and/or real and bodily injury), costs (including attorney's fees), suites, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Applicant to the County accepting the Grant of Easement. The Grantee's obligations under this section shall be subject to, and within the limitations set forth in, Section 768.28, Florida Statutes, and shall not be interpreted as a waiver of Grantee's sovereign immunity or of consent by Grantee to be sued by a third party.

Section 6. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof; shall be severable, and the remaining portions of this Agreement, and all thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. **Amendments to this Agreement.** Both the Grantor and the Grantee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Grantor, and Grantee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Grantor, and Grantee.

Section 8. **Governing Law Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Signed and sealed in our

Grantor: Allen Family Trust

Presence as Witnesses:

[Signature]
JL Williams, Trustee

[Signature]
Print Name: Devrie Paradoust

[Signature]
Print Name: Kaitlyn Arbuckle



STATE OF FLORIDA

COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of September, 2021, by JL Williams

[Signature]

Personally Known or Produced Identification

Notary Public

Type of Identification Produced FL drivers license

My Commission Expires: May 23, 2025

Signed and sealed in our

Grantee: St. Johns County, a political subdivision of State of Florida

Presence as Witnesses:

Hunter S. Conrad
County Administrator

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 _____, 2021, by _____

Personally Known or Produced Identification

Type of Identification Produced _____

Notary Public

My Commission Expires: _____

Grant of Drainage Easement

EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION DE-52:

A 30 FOOT WIDE APPURTENANT EASEMENT LOCATED IN LOT 2 OF THE LAKES SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 83-84, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT ALSO BEING WITHIN THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4859, PG 1239, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WESTERLY 30 FEET OF SAID LOT 2, ALSO BOUNDED ON THE WESTERLY SIDE BY THE EASTERLY RIGHT OF WAY OF SOUTH HOLMES BLVD AND ON THE EASTERLY SIDE BY THE WESTERLY SIDE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION. CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

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COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 2, THENCE N 70°02'29" E, ALONG THE NORTH LINE OF AFOREMENTIONED LOT 2, 160.00 FEET TO THE POINT OF BEGINNING; THENCE N 70°02'29" E, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF SAID LOT 2, 70.04 FEET MORE OR LESS TO A POINT BEING APPROXIMATELY THE EASTERLY TOP OF BANK OF AN EXISTING POND; THENCE S 17°05'46" E, MORE OR LESS ALONG SAID TOP OF BANK OF SAID EXISTING POND, 100.12 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT 2; THENCE S 70°02'29" W ALONG SAID SOUTH LINE AND TO THE EASTERLY LINE OF AN EXISTING 130 FOOT WIDE DRAINAGE EASEMENT AS DESCRIBED IN THE SAID "THE LAKES" SUBDIVISION, 65.04 FEET; THENCE N 19°57'32" W ALONG SAID EASTERLY LINE OF DRAINAGE EASEMENT, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,758 SQUARE FEET, MORE OR LESS.

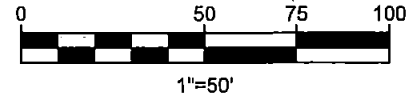
THE BEARING BASE FOR THIS EASEMENT IS BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA EAST ZONE, U.S. SURVEY FEET.

SKETCH AND DESCRIPTION SHOWING A DRAINAGE EASEMENT: DE- 52 & 53

NOTE: THIS IS NOT A BOUNDARY SURVEY



GRAPHIC SCALE

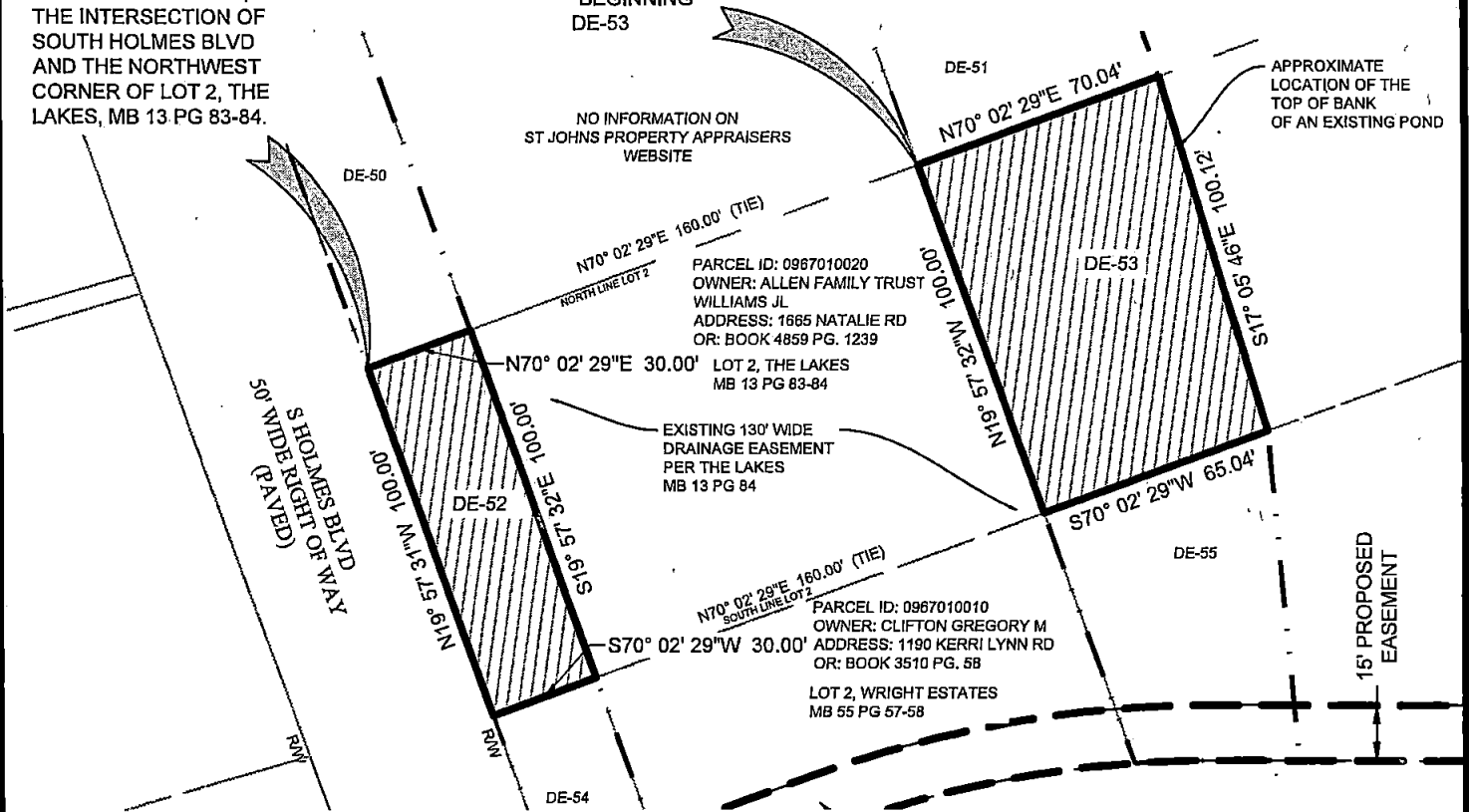


POINT OF COMMENCEMENT OF DE-53, & POINT OF BEGINNING OF DE-52, AT THE INTERSECTION OF SOUTH HOLMES BLVD AND THE NORTHWEST CORNER OF LOT 2, THE LAKES, MB 13 PG 83-84.

POINT OF BEGINNING DE-53

NO INFORMATION ON ST JOHNS PROPERTY APPRAISERS WEBSITE

APPROXIMATE LOCATION OF THE TOP OF BANK OF AN EXISTING POND



PARCEL ID: 0967010020
OWNER: ALLEN FAMILY TRUST
WILLIAMS JL
ADDRESS: 1665 NATALIE RD
OR: BOOK 4859 PG. 1239
LOT 2, THE LAKES
MB 13 PG 83-84

EXISTING 130' WIDE DRAINAGE EASEMENT PER THE LAKES MB 13 PG 84

PARCEL ID: 0967010010
OWNER: CLIFTON GREGORY M
ADDRESS: 1190 KERRI LYNN RD
OR: BOOK 3510 PG. 58
LOT 2, WRIGHT ESTATES
MB 55 PG 57-58

ABBREVIATION TABLE

- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PID PARCEL IDENTIFICATION NUMBER
- DE DRAINAGE EASEMENT
- FND FOUND
- MB MAP BOOK

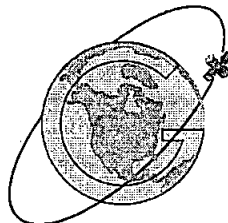
NOTE: THE BEARINGS AND COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED BY REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM ("RTK GPS") SURVEY METHODS USING THE PUBLIC FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK ("FPRN").

Russell D. Flint, Florida PSM #7324 Not Valid Without The Signature And Original Raised Seal Of A Florida Licensed Surveyor & Mapper

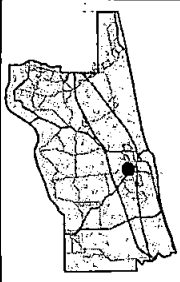
GEOMATICS CORP.

SURVEYING—MAPPING—GPS
2804 N. FIFTH STREET, UNIT 101
ST AUGUSTINE, FL 32084 PHONE (804)
824-3086 FAX (804) 824-5763

LICENSED BUSINESS
GEORGIA #939 FLORIDA #0979 SOUTH CAROLINA #3387
ALABAMA #794 NORTH CAROLINA COA #3782



PROJECT NO: 20-3171
SURVEY DATE: 03/26/2021
CHECKED BY: RDF
DRAWN BY: RDF
FIELD WORK: ALL
FB: N/A PG.: N/A
PAGE: 1 OF 2



Aerial Photography 2021
 0 33,750 7,500 135,000
 Feet
 Date: 1/6/2022

CDBG S Holmes Blvd
 Drainage Project
 The Lakes Subdivision

Grant of Easement

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 herein.

