

RESOLUTION NO. 2024-66

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT TO SERVE CONSTRUCTION OF RIGHT OF WAY AND DRAINAGE IMPROVEMENTS FOR THE KINGS ESTATE ROAD CORRIDOR IMPROVEMENTS PROJECT.

RECITALS

WHEREAS, a certain property owner has executed and presented to St. Johns County ("County") a Purchase and Sale Agreement for Temporary Construction Easement to serve construction of right of way and drainage improvements for the Kings Estate Road Corridor Improvements Project, attached hereto as Exhibit "A, incorporated by reference and made a part hereof; and

WHEREAS, the easement is necessary for the County to construct right of way and drainage improvements; and

WHEREAS, it is in the best interest of the County to approve acquiring this property 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 and authorizes the County Administrator, or designee, to execute the original Purchase and Sale Agreement form attached and take all steps necessary to move forward to close this transaction.

Section 3. To the extent that there are typographical, scrivener 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.

Section 4. The Clerk of the Circuit Court is file the original Purchase and Sale Agreement in the Clerk's Office.

PASSED AND ADOPTED this 20th day of February, 2024.

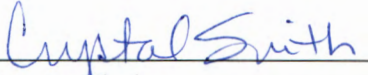
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 

Sarah Arnold, Chair

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

Rendition Date: FEB 20 2024



Deputy Clerk



**PURCHASE AND SALE AGREEMENT
FOR TEMPORARY CONSTRUCTION EASEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 20__ 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 **Tri-State Builders & Remodeling, LLC** ("Seller"), whose address is 108 Bottlebrush Drive, St. Augustine, FL 32086.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a Temporary Construction Easement over a portion of the Seller's property as further described on attached "Exhibit A", incorporated by reference and made a part hereof, (hereinafter "Property"), upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire a Temporary Construction Easement, with 5 year term, over the Property; and

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.
 - (a) The purchase price ("Purchase Price") is Eight thousand dollars (\$8,000.00), subject to the proration's hereinafter provided. The Purchase Price shall be paid 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, FL 32084, or before (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 Property and has full right and authority to execute this Agreement and consummate the transaction 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 Temporary Construction Easement (“Easement”).

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 2.

(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 recording the Temporary Construction Easement. 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 Property for the purpose of physically inspecting the Property 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 Property’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 Property. If Buyer determines that the Property 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 shall be returned to Buyer, and upon such return, this Agreement shall terminate. In the event that the inspection period expires and Buyer has not terminated this Agreement, Seller may request a disbursement of all or a portion of the Deposit prior to closing.

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, 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 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. 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.

Seller: Tri-State Builders & Remodeling, LLC
108 Bottlebrush Drive
St. Augustine, FL 32086

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. If real estate commission is due, the Seller will be responsible for that payment.

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 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.

26. Restoration of property. The Property will be graded and sodded and the portion of the concrete driveway lying within the easement area will be returned to pre-use condition or better upon completion of the County's use of the Easement area.

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

WITNESSES:

SELLER: Tri-State Builders & Remodeling, LLC

John P. Burnham 1/18/2024
Signature Date

JOHN P. BURNHAM
Print Witness Name

Jessica Gerchins 1/18/24
Signature Date

Jessica Gerchins
Print Witness Name

M. Symonoff
Signature

By: MACIEJ SZYMORCZYK
Print Name

Its: OWNER
Print Title

WITNESSES:

Signature Date

Print Witness Name

Signature Date

Print Witness Name

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

By: _____
Deputy Clerk

BUYER:

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

By: _____
Joy Andrews Date
County Administrator

Legally Sufficient:

By: _____ Date: _____
County Attorney

Exhibit "A"

SKETCH AND LEGAL DESCRIPTION
 OF A PROPOSED TEMPORARY CONSTRUCTION EASEMENT
 LOCATED ON O HILLTOP ROAD, ST JOHNS COUNTY, FL

DESCRIPTION:

A portion of Section 35, Township 7 South, Range 29 East of St Johns County, Florida. Better described as: For a **Point of Commencement**, start at the South corner of Parcel 5 of Official Records Book 5824, Page 1818 in the Official Records of St Johns County, Florida; thence, South 22°51'52" East, a distance of 69.40 feet to the **Point of Beginning**; thence, South 89°44'58" East, a distance of 10.87 feet; thence, South 22°18'08" East, a distance of 222.36 feet; thence, South 63°56'57" West, a distance of 10.02 feet; thence North 22°18'08" West, a distance of 252.82 feet back to the **Point of Beginning**.

This proposed temporary construction easement being 2,252 square feet or 0.05 acres, more or less.


SURVEYOR'S REPORT:

1. Bearings shown hereon are based on Florida Department of Transportation Right-of-Way Map #2116939, page 6 of 20, the Westerly Right-of-Way line of Hilltop Road with a bearing of South 22°23'30" East.
2. I hereby certify that the "Sketch and Legal Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

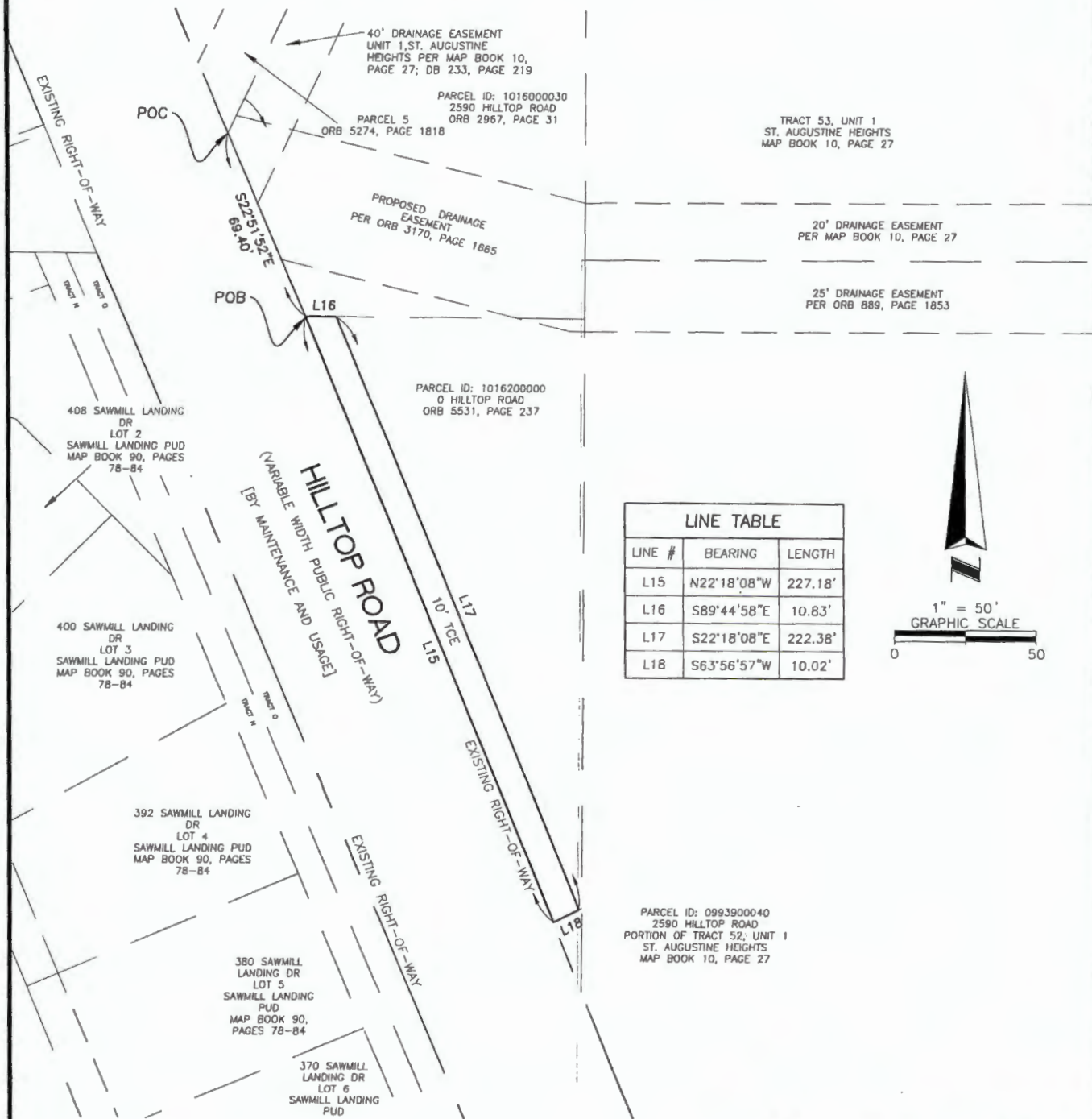
LEGEND AND ABBREVIATIONS:

ORB = OFFICIAL RECORDS BOOK	RW = RIGHT-OF-WAY
PG(S) = PAGE(S)	LB = LICENSED BUSINESS
TCE = TEMPORARY CONSTRUCTION EASEMENT	PDE = PERMANENT DRAINAGE EASEMENT
POB = POINT OF BEGINNING	

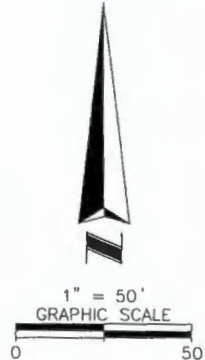
SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 8641 Baypine Road, Suite 5
 Jacksonville, Florida 32256
 (904) 737-5990
 e-mail: info@southeasternsurveying.com

SKETCH AND DESCRIPTION JONES, EDMUNDS, & ASSOCIATES, INC ST JOHNS COUNTY	Date: JUNE 12TH, 2023 PGPCJ	Certification Number LB210B J067552003.06.02
	Job Number: J067552003.06	Scale: 1" = 50'
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
		THOMAS F FERGUSON REGISTERED LAND SURVEYOR No. PSM 5970

SKETCH OF DESCRIPTION
 OF A PROPOSED TEMPORARY CONSTRUCTION EASEMENT
 LOCATED ON O HILLTOP ROAD, ST JOHNS COUNTY, FL



LINE TABLE		
LINE #	BEARING	LENGTH
L15	N22°18'08"W	227.18'
L16	S89°44'58"E	10.83'
L17	S22°18'08"E	222.38'
L18	S63°56'57"W	10.02'



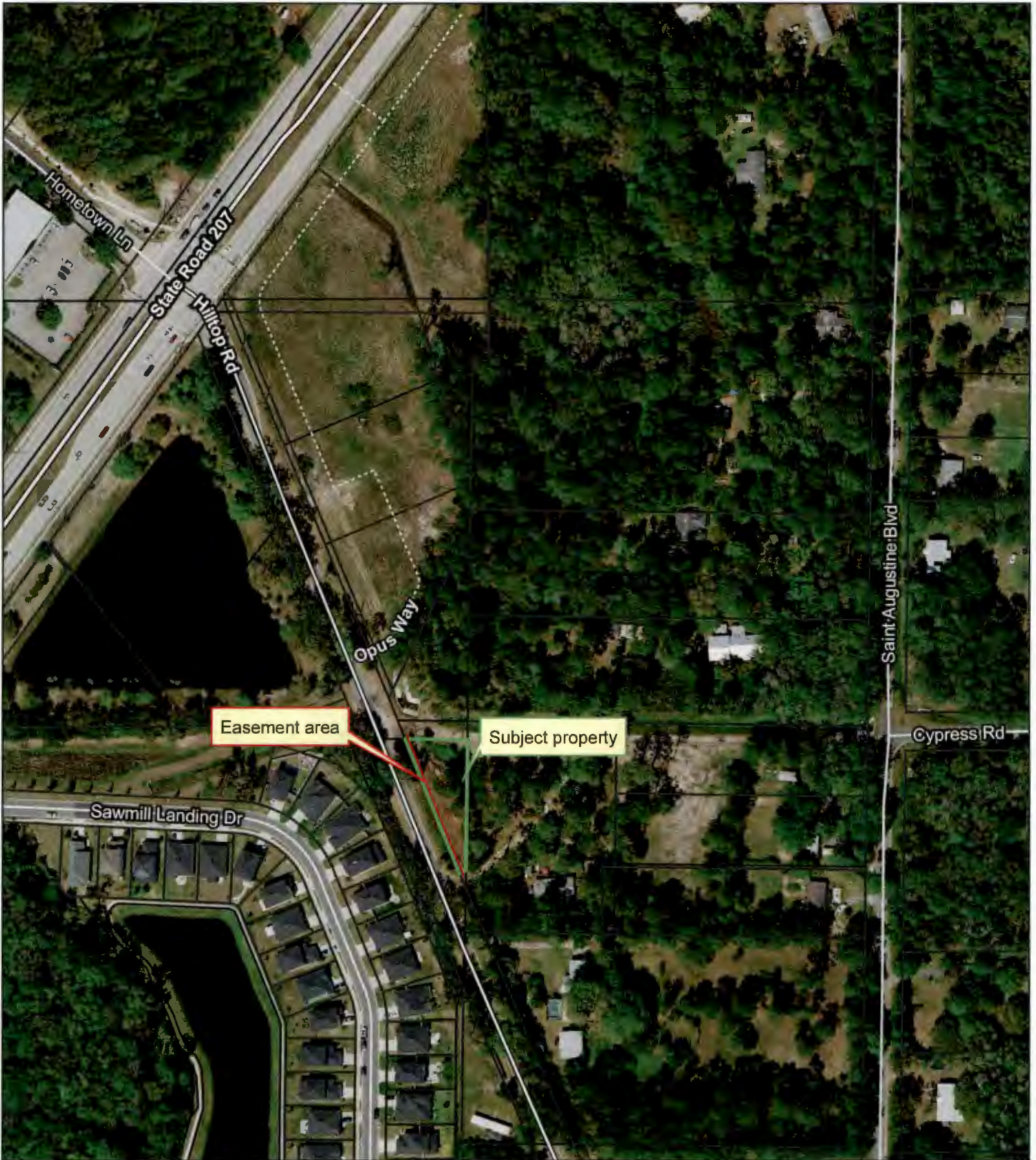
NOTE:
 LINE TABLE IS ON PAGE
 1 OF SKETCH AND LEGAL



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 8641 Baypine Road, Suite 5
 Jacksonville, Florida 32256
 (904) 737-5990
 Certification Number LB2108
 e-mail: info@southeasternsurveying.com

Drawing No. J067552003.06.02
 Job No. J067552003.06
 Date: JUNE 12TH, 2023
 SHEET 2 OF 2
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEET 1 THROUGH 2



Easement area

Subject property



2023 Aerial Imagery
Date: 1/22/2024

Temporary Construction
Easement

Kings Estate Road
Corridor Improvements
Project



Land Management
Systems
(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.