

RESOLUTION NO. 2025- 283

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 THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT NEEDED 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, attached hereto as Exhibit “A, incorporated by reference and made a part hereof; and

WHEREAS, the Temporary Construction Easement is needed for the County’s construction of roadway, sidewalk and drainage improvements for the Kings Estate Road Corridor Improvements Project; 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 instructed to file the original Purchase and Sale Agreement for Temporary Construction Easement in the Clerk’s Office.

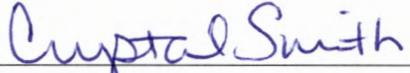
PASSED AND ADOPTED this 19th day of August, 2025.

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

Rendition Date AUG 19 2025

By: 
Krista Joseph, Chair

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


Deputy Clerk



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

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2025, 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 **KRISTIN DESHAZO**, aka Kristin Sebastian ("Seller"), whose address is c/o Sebastian Cleaning, Attn: Kristin, 135 Jenkins Street, Suite 105-B, PMB 336, 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, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, with 2 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 Twenty-three thousand six hundred fifty and 00/100 dollars (\$23,650.00). 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, on or before (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE. The date of the Closing shall herein be referred to as the "Closing Date".

4. Seller's Representations. Seller represents to Buyer that she 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”), substantially in the form attached hereto as Exhibit “B” and incorporated herein by this reference.

(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 Easement, which Easement shall be recorded on the Closing Date in the Public Records of St. Johns County, Florida. Buyer shall pay for recording of the Easement, all costs of its inspections and surveys, any owner’s title insurance policy, and all related search and abstract fees.

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, 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 then at its option 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 Seller’s default or the termination of this Agreement pursuant to the specific provisions hereof, this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

9. Survival. Except for the covenant provided in Section 26 below, 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.

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: Kristin Sebastian DeShazo
c/o Sebastian Cleaning, Attn: Kristin
135 Jenkins Street, Suite 105-B
PMB 336
St. Augustine, Florida 32086

With a copy to:
Rogers Towers, P.A.
Attn: Courtney P. Gaver
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207
Email: CGaver@rtlaw.com

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 (hereinafter, the "BCC Approval"). Notwithstanding anything herein to the contrary, to the extent, Buyer does not receive the BCC Approval by October 1, 2025, Seller, in its sole and absolute discretion, shall have the right to terminate this Agreement by providing notice to 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 (the "Board"). 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. For purposes of clarification, any extension as contemplated under this Section 24 is subject to agreement by the Seller.

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 driveways lying within the easement area will be returned to pre-use condition or better upon completion of the County's roadway and drainage construction and use of the temporary easement area as set forth in the Easement. The County will keep one or both driveways opened at all times to provide access to the Seller's property. The provision of this Section 26 shall survive Closing and shall not merge into the Easement.

27. Attorney's Fees. Buyer shall pay Seller's attorney's fees in the amount of \$1,159.50.

[SIGNATURES ON PAGES THAT FOLLOW]

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

SELLER:


Kristin DeShazo

Date: July 24, 2025

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: _____
Date

Joy Andrews, County Administrator

Exhibit "A"

Property

A portion of Tract 28 of the Platted lands of "UNIT 1 OF ST AUGUSTINE HEIGHTS" as recorded in Map Book 10, Page 27 of the Public Records of St. Johns County, Florida being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the Southwest corner of Tract 28 of said plat; thence North $89^{\circ}43'44''$ East, along the Northerly Right-of-Way line of Kings Estate Road (formerly West Pine View Road, a Public 60' Right-of-Way), a distance of 283.29 feet; thence North $00^{\circ}16'08''$ West, departing said Northerly Right-of-Way line, a distance of 5.00 feet; thence South $89^{\circ}43'52''$ West, a distance of 39.83 feet; thence North $00^{\circ}16'22''$ West, a distance of 15.00 feet; thence South $89^{\circ}43'52''$ West, a distance of 37.14 feet; thence South $00^{\circ}16'22''$ East, a distance of 15.00 feet; thence South $89^{\circ}43'52''$ West, a distance of 78.94 feet; thence North $00^{\circ}03'25''$ East, a distance of 15.00 feet; thence South $89^{\circ}43'52''$ West, a distance of 34.92 feet; thence South $00^{\circ}02'45''$ West, a distance of 15.00 feet; thence South $89^{\circ}43'52''$ West, a distance of 92.45 feet; thence South $00^{\circ}16'16''$ East, a distance of 5.01 feet to the POINT OF BEGINNING.

Containing 2,499 square feet or 0.06 acres, more or less.

Exhibit "B"
Form of Temporary Construction Easement

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is executed and given this ____ day of _____, 2025, by **KRISTIN DESHAZO**, aka Kristin Sebastian, whose address is c/o Sebastian Cleaning, Attn: Kristin, 135 Jenkins Street, Suite 105-B, PMB 336, St. Augustine, Florida 32086, hereinafter called "Grantor", and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called "Grantee" or "County".

WITNESSETH, that for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains and releases to the Grantee, a Temporary Construction Easement for Grantee to enter upon and use the Grantor's real property located in St. Johns County, Florida, hereinafter described as the Easement Area, for the purpose of constructing roadway improvements, sidewalks, and all appurtenances incidental thereto within the adjacent right-of-way known as Kings Estate Road, including tying-in, conforming, harmonizing, and/or reconnecting existing grade, slope, drainage, utility, and/or other features located on or existing within the real property located in St. Johns County, Florida, described as follows (the "Easement"):

Property as described and depicted on attached Exhibit "A", incorporated by reference and made a part hereof (the "Easement Area").

Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of Grantor's single-family residence, it being understood and agreed by Grantee that Grantee shall keep one or both driveways opened at all times to provide access to the Grantor's residence.

It is understood and agreed by the parties hereto that the rights granted herein shall automatically terminate twenty-four (24) months from the date that this instrument is recorded in the Official Public Records of St. Johns County, Florida. Prior to termination, Grantee shall restore the Easement Area to its original condition or better prior including, but not limited to, grading and refilling any holes or trenches in a proper and workmanlike manner and restoration of sod, pavement or other surface improvements which are required to be removed in connection with the Easement. All such restoration shall be accomplished at Grantee's sole cost and expense.

[SIGNATURES ON PAGES THAT FOLLOW]

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence as Witnesses:

GRANTOR

(sign) [Signature]

(print) Courtney P. Gaver

(address) 100 Whetstone Place.
Suite 200
St. Augustine, FL 32086

[Signature]
Kristin DeShazo

(sign) [Signature]

(print) Tammy Horvath

(address) 100 Whetstone Place
Suite 200
St. Augustine, FL 32086

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of JULY, 2025, by Kristin DeShazo, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: _____

Personally Known or Produced Identification
Type of Identification Produced

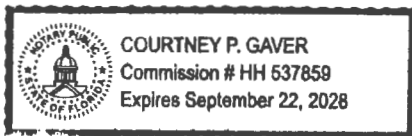
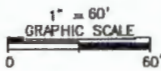
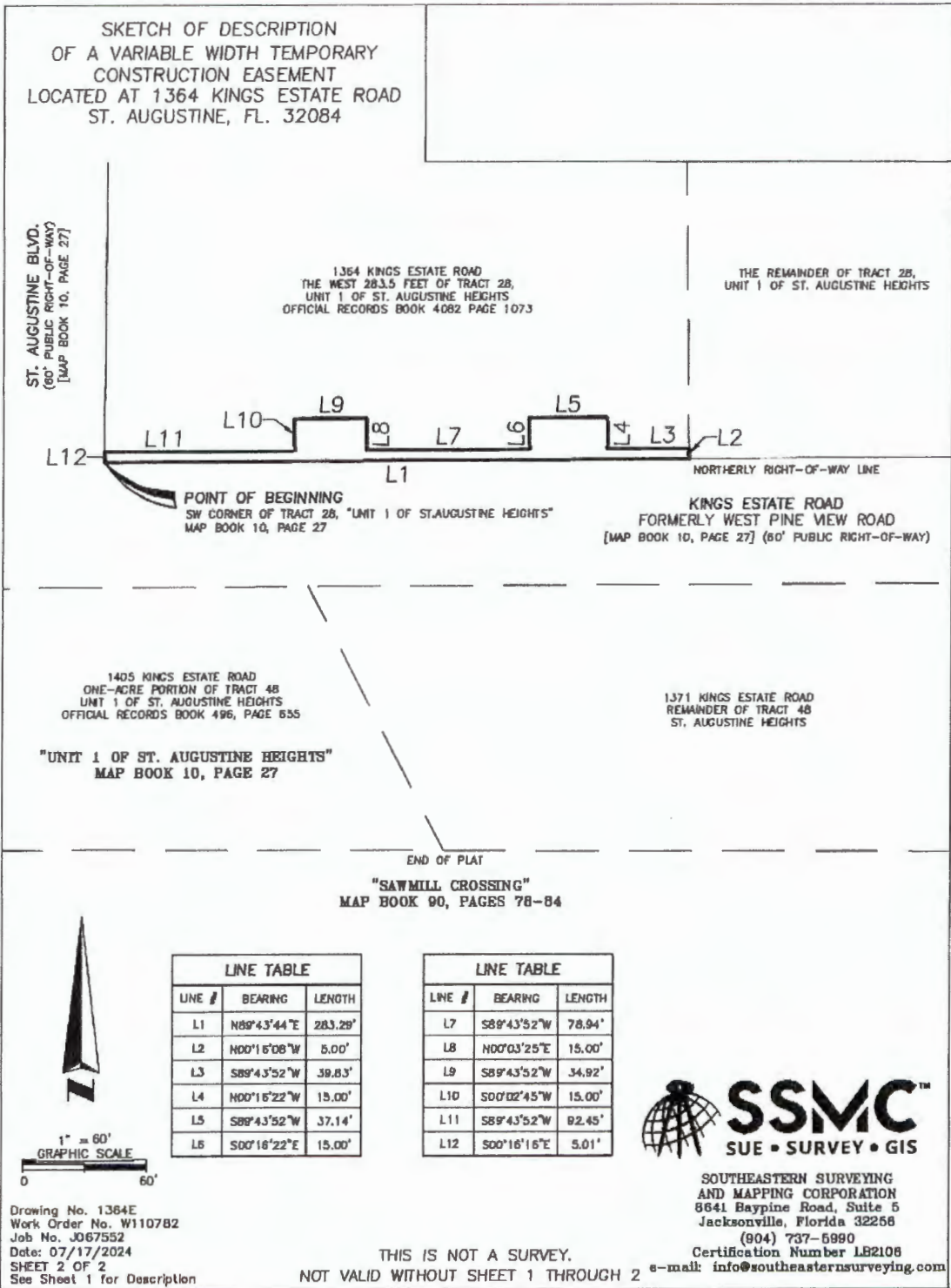


Exhibit "A"
Easement Area

A portion of Tract 28 of the Platted lands of "UNIT 1 OF ST AUGUSTINE HEIGHTS" as recorded in Map Book 10, Page 27 of the Public Records of St. Johns County, Florida being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the Southwest corner of Tract 28 of said plat; thence North 89°43'44" East, along the Northerly Right-of-Way line of Kings Estate Road (formerly West Pine View Road, a Public 60' Right-of-Way), a distance of 283.29 feet; thence North 00°16'08" West, departing said Northerly Right-of-Way line, a distance of 5.00 feet; thence South 89°43'52" West, a distance of 39.83 feet; thence North 00°16'22" West, a distance of 15.00 feet; thence South 89°43'52" West, a distance of 37.14 feet; thence South 00°16'22" East, a distance of 15.00 feet; thence South 89°43'52" West, a distance of 78.94 feet; thence North 00°03'25" East, a distance of 15.00 feet; thence South 89°43'52" West, a distance of 34.92 feet; thence South 00°02'45" West, a distance of 15.00 feet; thence South 89°43'52" West, a distance of 92.45 feet; thence South 00°16'16" East, a distance of 5.01 feet to the POINT OF BEGINNING.
Containing 2,499 square feet or 0.06 acres, more or less.

SKETCH OF DESCRIPTION
OF A VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
LOCATED AT 1364 KINGS ESTATE ROAD
ST. AUGUSTINE, FL. 32084



LINE #	BEARING	LENGTH
L1	N89°43'44"E	283.29'
L2	N00°16'08"W	5.00'
L3	S89°43'52"W	39.83'
L4	N00°16'22"W	15.00'
L5	S89°43'52"W	37.14'
L6	S00°16'22"E	15.00'

LINE #	BEARING	LENGTH
L7	S89°43'52"W	78.94'
L8	N00°03'25"E	15.00'
L9	S89°43'52"W	34.92'
L10	S00°02'45"W	15.00'
L11	S89°43'52"W	92.45'
L12	S00°16'16"E	5.01'



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
8641 Baypine Road, Suite 5
Jacksonville, Florida 32256
(904) 737-5990
Certification Number LB2108

Drawing No. 1384E
Work Order No. W110782
Job No. J067552
Date: 07/17/2024
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



Subject Property

Saint Augustine Blvd

Kings Estate Rd

Hilltop Rd

Sawmill Landing Dr

Sawmill Forest Ct



Imagery Date: 12/2024

Date: 7/25/2025

Kings Estate Road Corridor Improvements Project

Temporary Construction Easement



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 herein.