

RESOLUTION NO. 2019- 227

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR AN EASEMENT FOR A SEWER FORCE MAIN LINE TO BE LOCATED OFF STATE ROAD 13 NORTH.**

**RECITALS**

**WHEREAS**, a property owner has executed and presented to the County a Purchase and Sale Agreement for an Easement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for a sewer force main line to be located off State Road 13 North; and

**WHEREAS**, the property owner has agreed for St. Johns County to purchase his easement at market value; and

**WHEREAS**, the St. Johns County Utility Department is preparing to decommission the 40-year old Fruit Cove Wastewater Treatment Facility; and

**WHEREAS**, due to the decommissioning of the Fruit Cove WWTP, the St. Johns County Utility Department is preparing to construct a sewer force main line to connect the existing facility to the current sewer system located along State Road 13 North, subsequently transferring the wastewater to JEA for treatment; and

**WHEREAS**, it is in the best interest of the County to acquire this Easement for the health, safety and welfare of the citizens located within this service area.

**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 approve the terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute the Purchase and Sale Agreement, accept the Easement, and move forward to close this transaction.

Section 3. To the extent that there are typographical, scriveners 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 Court is instructed to file the Purchase and Sale Agreement and record the original Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16th day of July, 2019.

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

By: Jeb S. Smith  
Jeb S. Smith, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 7/18/19



EXHIBIT "A" TO RESOLUTION

Purchase and Sale Agreement

Page 1

**PURCHASE AND SALE AGREEMENT FOR AN  
EASEMENT FOR UTILITIES**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2019 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 **BENNIE JAMES ALLEN**, a single man ("Seller"), whose address is 742 Community Road, Saint Johns, Florida 32259.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing an Easement for Utilities over property owned by the Seller and Seller is desirous of selling an Easement for Utilities upon the terms and conditions hereinafter expressed; and

**WHEREAS**, it is in the public interest for the Buyer to acquire a 15-foot wide Utility Easement, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Easement Area"); 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. The purchase price ("Purchase Price") for the Utility Easement is Three Thousand Seven Hundred Dollars (**\$3,700.00**). The Purchase Price shall be in cash or other immediately available funds.

Said Utility Easement shall contain substantially the same terms and conditions as set forth on the Utility Easement attached hereto as Exhibit "B" and by this reference incorporated herein. If the Easement Area does not have physical and legal access to a dedicated public road, street or highway, the Seller shall provide Buyer with an easement for physical and legal access to the Easement Area from a dedicated public road, street, or highway.

3. Closing. Unless extended by the terms of Section 24, 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 one hundred twenty (120) 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 Utility Easement conveying the Utility Easement interest to the Easement Area, subject only to the Permitted Encumbrances.

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 2. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Easement Area and to consummate all other actions required to be taken by Buyer under this Agreement.

(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 for Utilities, 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 Easement Area 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, 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, then at its option Buyer 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 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 Utility 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 Easement Area 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, 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: **Bennie James Allen**  
742 Community Road  
Saint Johns, Florida 32259

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.

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

**WITNESSES:**

Sheri Lewis 6/19/19  
Signature Date

Sheri Lewis  
Print Name

Laurie Ford 6-19-19  
Signature Date

Laurie Ford  
Print Name

**SELLER:**

Bennie L. Allen 6-19-19  
Signature Date

Bennie L. Allen  
Print Name

**WITNESSES:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

**ATTEST:** Hunter S. Conrad, Clerk

By: \_\_\_\_\_  
Deputy Clerk

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

By: \_\_\_\_\_  
Michael D. Wanchick Date

County Administrator

Legally Sufficient:

By: \_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**

**EASEMENT AREA**

The easement shall be the southerly 15 feet of the westerly 112 feet of the following described property:

Part of Government Lot 7, Section 31, Township 4 South, Range 27 East, St. Johns County, Florida, as described in Deed Book 42, page 448 current public records of St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 7 and run South 73 deg 06' 00" seconds West along the South line of Government Lot 7, 962.59 feet to the Point of Beginning, thence North 1 deg, 27' West, 256.64 feet, thence South 88 deg 33' West 242.35 feet to the East Line of Fruit Cove Oaks as recorded in Map Book 12, pages 37 and 38, run thence South 1 deg 33' 20" East along said East line 324.18 feet to the South line of Government Lot 7, run thence North 73 deg 6' 00" East along said South line 250.96 feet to the Point of Beginning, excepting therefrom the North 30 feet, reserved for Ingress and Egress purposes only.

EXHIBIT "A" TO PURCHASE AND SALE AGREEMENT

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_ day of \_\_\_\_\_, 2019 by **BENNIE JAMES ALLEN**, a single man, whose address is 742 Community Road, Saint Johns, Florida 32259, hereinafter called "Grantor" to **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".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee an exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for sewer utility services only and does not convey any right to install any other utilities such as, but not limited to, cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, its successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and Grantee shall be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, the Parties have caused this Easement for Utilities to be executed on the day and year indicated below.

Signed, sealed and delivered  
In the presence of:

Sheri Lewis  
Witness Signature

Sheri Lewis  
Print Name

Bennie James Allen  
Witness Signature

Laurie Ford  
Print Name

By: Bennie James Allen  
Bennie James Allen  
742 Community Road  
Saint Johns, FL 32259

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 19th day of June, 2019, by Bennie James Allen, who is personally known to me or has produced drivers license as identification.

(Notary Seal)

Notary Public: Sheri Lewis  
My Commission Expires: \_\_\_\_\_



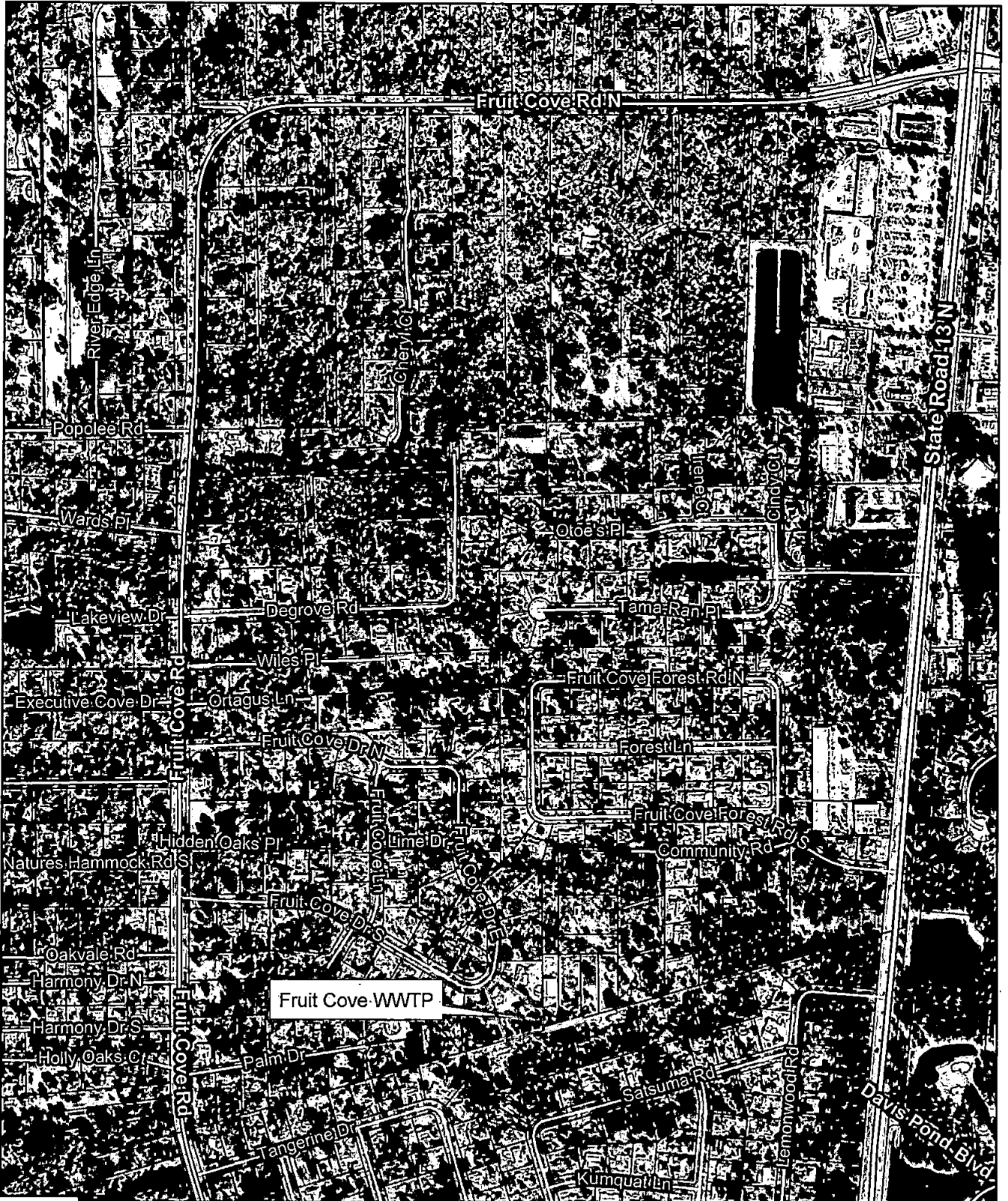
SHERI LEWIS  
MY COMMISSION # FF 927581  
EXPIRES: October 14, 2019  
Bonded Thru Budget Notary Services


EXHIBIT "A"

EASEMENT AREA

The easement shall be the southerly 15 feet of the westerly 112 feet of the following described property:

Part of Government Lot 7, Section 31, Township 4 South, Range 27 East, St. Johns County, Florida, as described in Deed Book 42, page 448 current public records of St. Johns County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Government Lot 7 and run South 73 deg 06' 00" seconds West along the South line of Government Lot 7, 962.59 feet to the Point of Beginning, thence North 1 deg, 27' West, 256.64 feet, thence South 88 deg 33' West 242.35 feet to the East Line of Fruit Cove Oaks as recorded in Map Book 12, pages 37 and 38, run thence South 1 deg 33' 20" East along said East line 324.18 feet to the South line of Government Lot 7, run thence North 73 deg 6' 00" East along said South line 250.96 feet to the Point of Beginning, excepting therefrom the North 30 feet, reserved for Ingress and Egress purposes only.



  
 2013 Aerial Imagery  
 0 150 300  
 Feet  
 June 20, 2019

## Utility Easement *Fruit Cove*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0764  
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.

