

RESOLUTION NO. 2021- 18

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR AN EASEMENT FOR UTILITIES ON BEHALF OF THE COUNTY, AND ACCEPTING FROM THE MALEY FAMILY LIMITED PARTNERSHIP AN EASEMENT FOR UTILITIES AND A TEMPORARY CONSTRUCTION EASEMENT AT THE STATE ROAD 16 AND INTERSTATE 95 INTERCHANGE.

RECITALS

WHEREAS, the Maley Family Limited Partnership has executed and presented to the County a Purchase and Sale Agreement for an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, to be located at the State Road 16 and Interstate 95 interchange; and

WHEREAS, the property owner has agreed for St. Johns County to purchase the easement for \$10,000, which is below the Market Value assigned to the property by the St. Johns County Property Appraiser due to existing petroleum contamination affecting the soil and groundwater on the site; and

WHEREAS, the Florida Department of Transportation (Department), is currently preparing to undertake a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road. The Department project is identified as SR16 @ SR9 (I-95) Interchange improvements with construction expected to begin April 2021. As a result of the Department project, the St. Johns County Utility Department will be relocating significant portions of the existing sewer and reclaimed water lines located within the Northside right-of-way of SR16 @ SR9 (I-95) Interchange project; and

WHEREAS, it is in the best interest of the County to acquire this Easement for Utilities 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 authorize the County Administrator to execute the Purchase and Sale Agreement, accept the Easement for Utilities and the Temporary Construction Easement, and 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 Court is instructed to file the Purchase and Sale Agreement and the Temporary Construction Easement, and record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19 day of January, 2021.


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

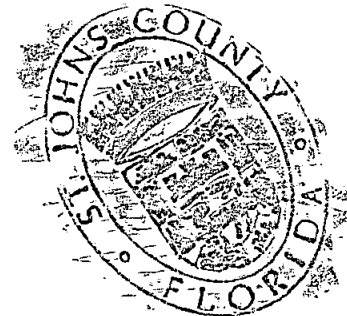
By: 
Henry Dean, Vice Chairman

RENDITION DATE 1/21/21

ATTEST:

Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



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

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 ("County" or "Buyer") and **MALEY FAMILY LIMITED PARTNERSHIP**, with an address of 3434 Raulerson Road, St. Augustine, Florida 32092 ("Seller").

WITNESSETH:

WHEREAS, due to the Florida Department of Transportation's improvements to the intersection of State Road 16 and Interstate 95, it is necessary for the County to relocate significant portions of its utility lines in the area; and

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, in connection with the utility relocation, the County requires a Temporary Construction Easement for the purpose of ingress and egress, staging, and construction; and

WHEREAS, the property owned by the Seller is currently admitted to the state of Florida's Early Detection Incentive Program which allows for a state funded cleanup of the existing petroleum contamination affecting the soil and groundwater on the site, and the site facility identification number is 55/8515941; and

WHEREAS, it is in the public interest for the Buyer to acquire an Easement for Utilities described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Easement Area").

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. In consideration for an Easement for Utilities, the Buyer shall pay a Purchase Price as follows, subject to the prorations hereinafter provided.

TOTAL PURCHASE PRICE

Purchase Price

\$10,000.00

Said Easement for Utilities shall contain substantially the same terms and conditions as set forth on the Easement for Utilities 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. Temporary Construction Easement. Seller agrees to grant Buyer a Temporary Construction Easement across its property in substantially the same form as the Temporary Construction Easement attached hereto as Exhibit "C" and by this reference incorporated herein.

4. Closing. Unless extended by the terms of Paragraph 25, or other provisions hereof, the closing of the sale of the Easement for Utilities ("Closing") shall take place at the offices of Action Title Services of St. Johns, Inc. on or before one hundred fifty (150) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Seller's Representations. Seller represents to Buyer that they own fee simple title to the Easement Area and have full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

6. 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 an Easement for Utilities conveying 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 rights 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.

7. Closing Expenses. Buyer shall pay the cost of recording the Easement for Utilities, including documentary stamps. Buyer shall bear the expense for an Environmental Study and any resulting environmental activities necessary for its Easement construction and maintenance which may include groundwater sampling, monitoring well permitting, installation and abandonment, modeling, sampling, etc. Buyer shall bear the expense of its own legal counsel and the reasonable expense of legal counsel representing Seller. All legal fees and costs, and payment for the Environmental Study, shall be paid directly to the vendor within sixty (60) days of receipt of invoice,

subject to execution of the Purchase and Sale Agreement. In the event the Easement Area is found to be unsuitable for the intended purpose, Buyer shall bear the reasonable expense of legal counsel for Seller up to and including the date of termination of the Agreement. Buyer's obligation to bear the reasonable expense of legal counsel representing Seller under this Paragraph shall not exceed five thousand dollars (\$5,000.00).

8. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one hundred twenty (120) 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 (the Inspection Activities) to determine the Easement Area's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to conduct the Inspection Activities within 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 Easement Area. Buyer agrees to practice due care with respect to the Inspection Activities in order to avoid exacerbating any existing petroleum contamination within the Easement Area. Buyer agrees to provide Seller with copies of all surveys, studies, tests, assessments and 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, the Deposit, if any, shall be returned to Buyer and upon such return, this Agreement shall terminate. To the extent permitted by law, and expressly without waiving the Buyer's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes, Buyer shall indemnify Seller and hold Seller harmless from and against any and all damages, claims, liabilities, expenses and other losses including, without limitation, reasonable attorneys' fees and court costs, which may be claimed against or incurred by Seller or its agents arising out of: (i) physical damage to the Easement Area or Seller's adjacent property or injury to persons or property caused by Buyer's, or its agent's or Contractor's inspection of the Easement Area; and (ii) Buyer's exercise of its rights under this Paragraph 8. This provision shall survive termination of this Contract and Closing of this transaction.

9. 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, if one has been made, and then at its option Buyer may terminate this Agreement and sue for either actual 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, if one has been made, 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.

10. 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 for Utilities.

11. 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.

12. 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.

13. 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.

14. 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 on or prior to the Inspection Termination Date, the Deposit, if one has been made, shall be returned to Buyer, and upon such return, this Agreement shall terminate.

15. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

16. Time. Time is of the essence of all provisions of this Agreement.

17. 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.

18. 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: Maley Family Limited Partnership
3434 Raulerson Road
Jacksonville, Florida 32092

**Buyer: St. Johns County, Florida, a political subdivision
Of the State of Florida**
500 San Sebastian View
St. Augustine, Florida 32084

19. 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.

20. 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.

21. Commission Dues. There are not any real estate commissions due as a result of this transaction.

22. 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.

23. 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.

24. 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.)

25. 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.

26. 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:

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

Signature Date

By: _____
Hunter S. Conrad Date
County Administrator

Print

Signature Date

Print

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

Legally Sufficient:

By: Deputy Clerk _____

By: _____
Deputy County Attorney Date

WITNESSES:

**SELLER:
MALEY FAMILY LIMITED PARTNERSHIP**

Signature Date

Signature Date

Print Name

Print Name

Signature Date

Its

Print Name

EXHIBIT "A"

EASEMENT AREA

A PART OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FROM THE SOUTHEAST CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1128, PAGE 81, IN THE ST JOHNS COUNTY CLERK OF COURTS, ALSO BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 16 AND WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE 28.40 FEET, ALONG A 1013.92 FOOT RADIUS CURVE BEING CONCAVE NORTHEASTERLY, CHORD BEARS N 60°05'49" W, 28.40 FEET AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 28.51 FEET, ALONG A 1013.92 FOOT RADIUS CURVE, BEING CONCAVE NORTHEASTERLY, CHORD BEARS, N 58°29'21" W, 21.96 FEET; THENCE, N 76° 57' 29" E, 33.58 FEET; THENCE, N 32° 48' 30" E, 50.64 FEET; THENCE, N 81° 36' 53" E, 83.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE, S 05° 34' 23" E ALONG SAID WESTERLY RIGHT OF WAY LINE, 20.02 FEET; THENCE, S 81° 36' 53" W, 72.98 FEET; THENCE, S 32° 48' 30" W, 49.68 FEET; THENCE, S 76° 57' 29" W, 21.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,113 SQUARE FEET MORE OR LESS.

EXHIBIT "B" TO PURCHASE AND SALE AGREEMENT

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 20__ by **MALEY FAMILY LIMITED PARTNERSHIP**, with an address of 3434 Raulerson Road, St. Augustine, Florida 32092, 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 FL 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 a non-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, reuse system 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 non-exclusive rights of ingress and egress over the drives and parking areas located on the adjacent property owned by Grantor to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his 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 does not interfere with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove

telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(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 and to require that any Associated Equipment installed above ground be fenced and/or screened with landscaping.

(c) The easement granted by this instrument may be relocated to a location reasonably acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground sewer and reuse 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 the use, occupancy or redevelopment of residential or commercial improvements constructed upon the adjacent property owned by Grantor. Grantee shall exercise the easement rights in accordance with Permitted Encumbrances which include environmental conditions and or covenants existing or hereinafter encumbering the easement and federal and state statutes, rules and regulations.

2. (a) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area in good order, condition and repair; free from defects.

(b) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system within the Easement Area in good order, condition and repair; free from defects.

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, but 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 upon Grantee, Grantor and their respective 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, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

MALEY FAMILY LIMITED PARTNERSHIP

Witness Signature

By: _____

Print Name

Print Name: _____

Witness Signature

Its: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, on behalf of _____, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: _____
My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

A PART OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FROM THE SOUTHEAST CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1128, PAGE 81, IN THE ST JOHNS COUNTY CLERK OF COURTS, ALSO BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 16 AND WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE 28.40 FEET, ALONG A 1013.92 FOOT RADIUS CURVE BEING CONCAVE NORTHEASTERLY, CHORD BEARS N 60°05'49" W, 28.40 FEET AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 28.51 FEET, ALONG A 1013.92 FOOT RADIUS CURVE, BEING CONCAVE NORTHEASTERLY, CHORD BEARS, N 58°29'21" W, 21.96 FEET; THENCE, N 76° 57' 29" E, 33.58 FEET; THENCE, N 32° 48' 30" E, 50.64 FEET; THENCE, N 81° 36' 53" E, 83.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE, S 05° 34' 23" E ALONG SAID WESTERLY RIGHT OF WAY LINE, 20.02 FEET; THENCE, S 81° 36' 53" W, 72.98 FEET; THENCE, S 32° 48' 30" W, 49.68 FEET; THENCE, S 76° 57' 29" W, 21.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,113 SQUARE FEET MORE OR LESS.

MAP SHOWING SHOWING SKETCH & DESCRIPTION OF SR-16 I-95 EXXON EASEMENTS

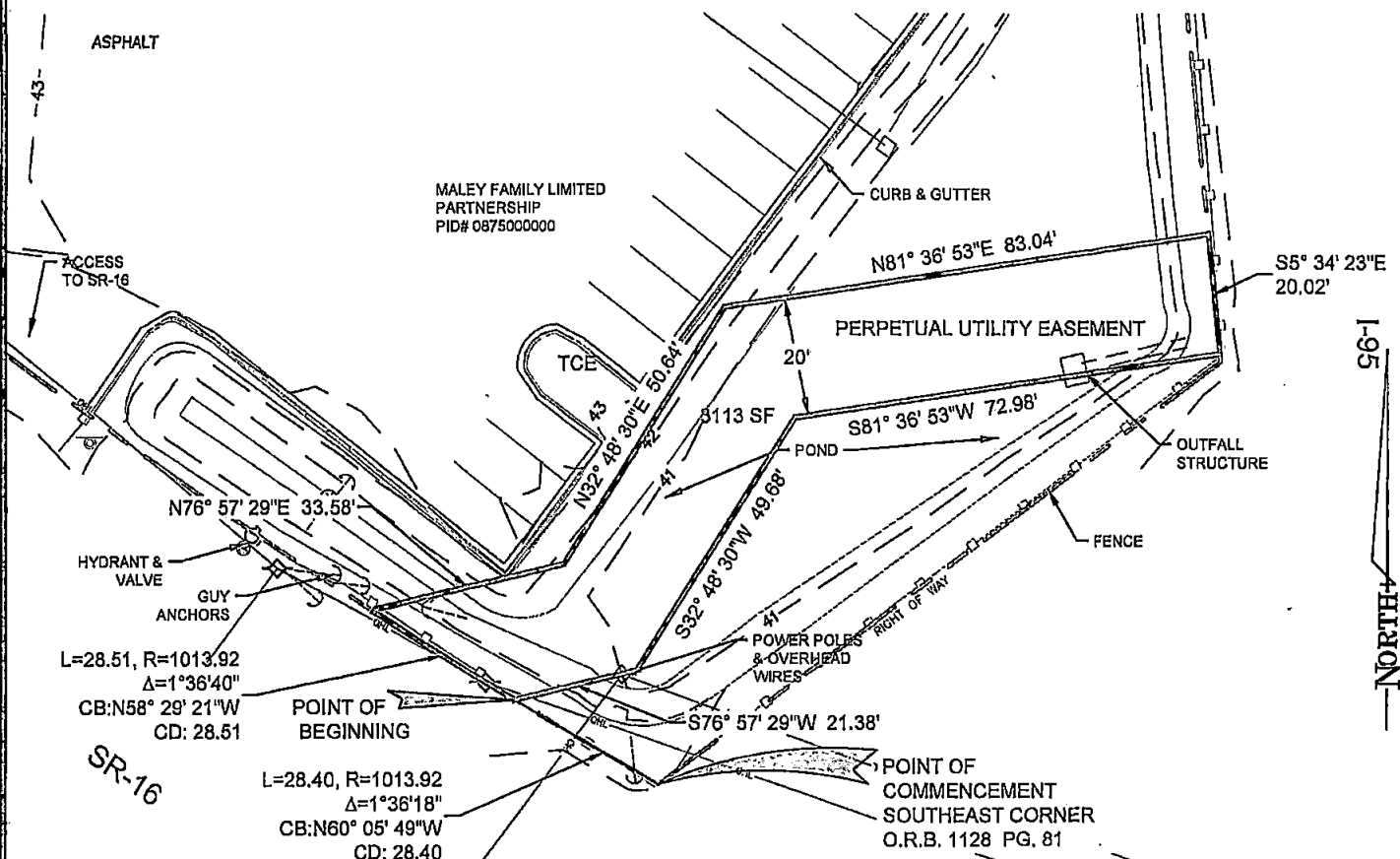
SHEET: 1
OF 1

PERPETUAL UTILITY EASEMENT (PUE)

A PART OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

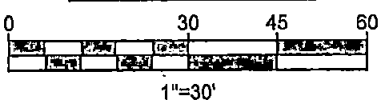
COMMENCING FROM THE SOUTHEAST CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1128, PAGE 81, IN THE ST JOHNS COUNTY CLERK OF COURTS, ALSO BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 16 AND WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE 28.40 FEET, ALONG A 1013.92 FOOT RADIUS CURVE BEING CONCAVE NORTHEASTERLY, CHORD BEARS N 60°05'49" W, 28.40 FEET AND TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 28.51 FEET, ALONG A 1013.92 FOOT RADIUS CURVE, BEING CONCAVE NORTHEASTERLY, CHORD BEARS, N 58°29'21" W, 21.96 FEET; THENCE, N 76° 57' 29" E, 33.58 FEET; THENCE, N 32° 48' 30" E, 50.64 FEET; THENCE, N 81° 36' 53" E, 83.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE, S 05° 34' 23" E ALONG SAID WESTERLY RIGHT OF WAY LINE, 20.02 FEET; THENCE, S 81° 36' 53" W, 72.98 FEET; THENCE, S 32° 48' 30" W, 49.68 FEET; THENCE, S 76° 57' 29" W, 21.38 FEET TO THE POINT OF BEGINNING. CONTAINS 3,113 SQUARE FEET MORE OR LESS.

BEARING BASE OF SAID DESCRIPTION IS BASED ON STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983, FLORIDA EAST ZONE, U.S. SURVEY FEET.

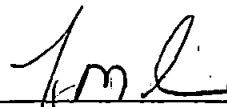


L=28.51, R=1013.92
 $\Delta=1^{\circ}36'40''$
 CB: N58° 29' 21" W
 CD: 28.51
 SR-16
 L=28.40, R=1013.92
 $\Delta=1^{\circ}36'18''$
 CB: N60° 05' 49" W
 CD: 28.40

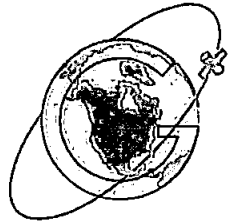
GRAPHIC SCALE



ABBREVIATIONS:
 L = ARC LENGTH
 R = RADIUS
 Δ = DELTA ANGLE
 CB = CHORD BEARING
 CD = CHORD DISTANCE


 Terry M. Durden, Florida PSM #5261 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 (904)
 824-3088 FAX (904) 824-5763



LICENSED BUSINESS
 GEORGIA #630 FLORIDA #9979 SOUTH CAROLINA #3367
 ALABAMA #704 NORTH CAROLINA COA #3762

PROJECT NO: 20-3211	
SURVEY DATE: 12/9/2020	
CAD FILE: EASEMENT DESC	
CHECKED BY: RDF	
DRAWN BY: RDF	
FIELD WORK: AWB	
FB: 19-11	PG.: 25

EXHIBIT "C" TO PURCHASE AND SALE AGREEMENT

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this ____ day of _____, 20____, by and between **MALEY FAMILY LIMITED PARTNERSHIP**, with an address of 3434 Raulerson Road, St. Augustine, Florida 32092 as Grantor and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

WITNESSETH, that for and in consideration of the sum of **\$10.00 (Dollars)** and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Grantor hereby gives, grants, bargains and releases to the Grantee, a Temporary Construction Easement to enter upon and use the Grantor's property located in St. Johns County, Florida, described below, for staging and construction, together with non-exclusive rights of ingress and egress over the drives and parking areas located on the adjacent property owned by Grantor to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use, occupancy or redevelopment of retail or commercial improvements constructed, or to be constructed, upon the adjacent property owned by Grantor. Grantee shall exercise the easement rights conveyed herein in a manner which are in accordance with applicable federal and state statutes, rules and regulations.

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein shall be effective until the project at this location and upon these premises is complete, and that no work shall be performed two weeks prior to a major holiday, including but not limited to, New Year's Eve and July 4th. The County shall provide Maley Family Limited Partnership 14-day notice prior to commencing construction. The property will be put back to its original condition when the project is complete, including but not limited to, refilling any holes or trenches in a proper and workmanlike manner and 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 all to be accomplished at Grantee's sole cost and expense.

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:

**MALEY FAMILY LIMITED
PARTNERSHIP**

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of
 physical presence or online notarization, this _____ day of
_____, 20____, by _____, on behalf
of _____, who is personally known to
me or has produced _____ as identification.

(Notary Seal)

Notary Public: _____

My Commission Expires: _____

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING FROM THE SOUTHEAST CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 1128, PAGE 81, IN THE ST JOHNS COUNTY CLERK OF COURTS, ALSO BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 16 AND WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; AND ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 56.91 FEET, ALONG A 1013.92 FOOT RADIUS CURVE, BEING CONCAVE NORTHEASTERLY, CHORD BEARS, N 59°17'30" W, 56.90 FEET; THENCE, N 71° 10' 12" E, 23.86 FEET; THENCE, N 52° 25' 25" W, 72.07 FEET; THENCE, N 37° 34' 35" E, 25.00 FEET; THENCE, S 52° 25' 25" E, 52.07 FEET; THENCE, N 37° 34' 35" E, 42.75 FEET; THENCE S 52° 25' 25" E, 20.00 FEET; THENCE, N 37° 34' 35" E, 75.49 FEET; THENCE, S 52° 25' 25" E, 36.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE, S 05° 34' 23" E ALONG SAID RIGHT OF WAY LINE, 58.39 FEET; THENCE, S 53° 44' 16" W ALONG SAID WESTERLY RIGHT OF WAY LINE, 118.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE 20 FOOT WIDE PERPETUAL UTILITY EASEMENT

CONTAINS 9,869 SQUARE FEET MORE OR LESS.

**MAP SHOWING SHOWING SKETCH & DESCRIPTION OF
SR-16 I-95 EXXON EASEMENTS**

SHEET: 2
OF 2

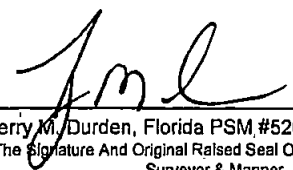
TEMPORARY CONSTRUCTION EASEMENT (TCE)

A PART OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FROM THE SOUTHEAST CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 1128, PAGE 81, IN THE ST JOHNS COUNTY CLERK OF COURTS, ALSO BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 16 AND WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; AND ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, 56.91 FEET, ALONG A 1013.92 FOOT RADIUS CURVE, BEING CONCAVE NORTHEASTERLY, CHORD BEARS, N 59° 17' 30" W, 56.90 FEET; THENCE, N 71° 10' 12" E, 23.86 FEET; THENCE, N 52° 25' 25" W, 72.07 FEET; THENCE, N 37° 34' 35" E, 25.00 FEET; THENCE, S 52° 25' 25" E, 52.07 FEET; THENCE, N 37° 34' 35" E, 42.75 FEET; THENCE S 52° 25' 25" E, 20.00 FEET; THENCE, N 37° 34' 35" E, 75.49 FEET; THENCE, S 52° 25' 25" E, 36.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE, S 05° 34' 23" E ALONG SAID RIGHT OF WAY LINE, 58.39 FEET; THENCE, S 53° 44' 16" W ALONG SAID WESTERLY RIGHT OF WAY LINE, 118.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE 20 FOOT WIDE PERPETUAL UTILITY EASEMENT CONTAINS 9,869 SQUARE FEET MORE OR LESS.

BEARING BASE OF SAID DESCRIPTION IS BASED ON STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983, FLORIDA EAST ZONE, U.S. SURVEY FEET.

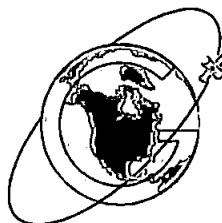


Terry M. Durden, Florida PSM #5261 Not Valid Without
The Signature And Original Raised Seal Of A Florida Licensed
Surveyor & Mapper

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
2804 N. FIFTH STREET, UNIT 101
ST AUGUSTINE, FL 32084 PHONE (904)
824-3086 FAX (904) 824-5753

LICENSED BUSINESS
GEORGIA #255 FLORIDA #8579 SOUTH CAROLINA #3387
ALABAMA #704 NORTH CAROLINA COA #3762



PROJECT NO: 20-3211

SURVEY DATE: 12/9/2020

CAD FILE: EASEMENT DESC

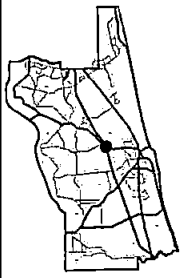
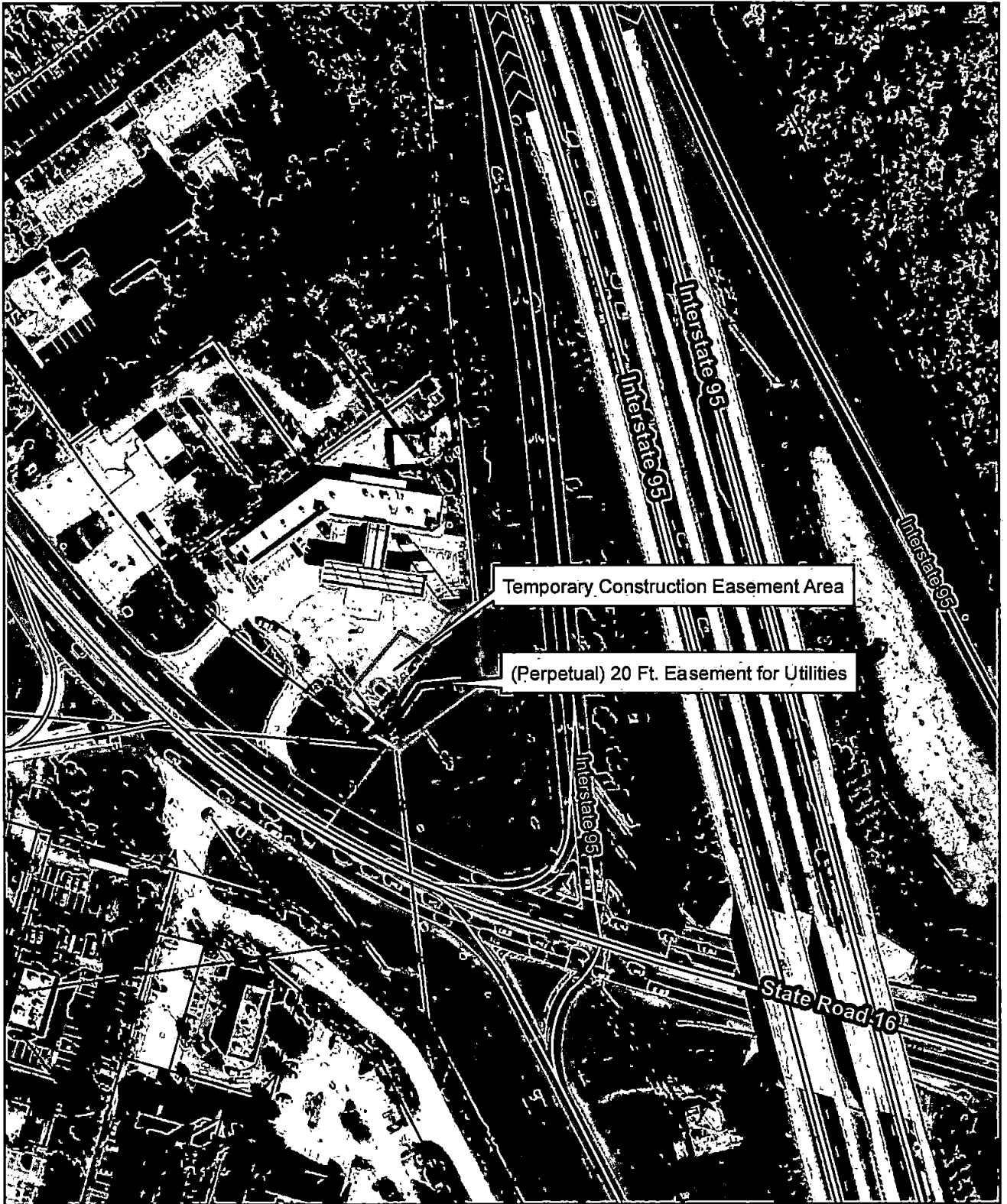
CHECKED BY: RDF

DRAWN BY: RDF

FIELD WORK: AWB

FB: 19-11

PG.: 25



2013 Aerial Imagery
0 50 100
Feet
December 23, 2020

Easement for Utilities.

*Maley Family
Limited Partnership*

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.

