

RESOLUTION NO. 2022-291

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF AN EASEMENT REQUIRED FOR A NEW WASTEWATER TRANSMISSION FORCE MAIN NEAR CR 214 AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the owner of certain property located near CR 214 has executed and presented to St. Johns County a Purchase and Sale Agreement for Grant of Easement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, for the purchase of an easement across a portion of their property; and

WHEREAS, this property is ideally located for installation of a new wastewater transmission force main to redirect the concentrate from the CR 214 Water Treatment Facility to existing wastewater infrastructure near Lightsey Road and SR 207. This new force main will improve the capacity of the transmission system and divert flows to the Anastasia Island Wastewater Treatment Facility; and

WHEREAS, the easement is sized to accommodate future water and wastewater infrastructure needs; 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 into the body of this Resolution and such Recitals are adopted as findings of fact.

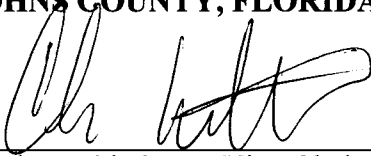
Section 2. The Board of County Commissioners hereby approve the terms and conditions of the Purchase and Sale Agreement for Grant of Easement and authorize the County Administrator, or designee, to execute the Agreement on behalf of the County and move forward to close the transaction.

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 for Grant of Easement and record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

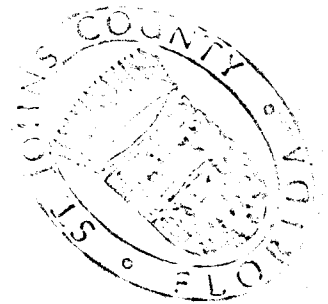
PASSED AND ADOPTED this 16 day of August, 2022.

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

By: 
Christian Whitehurst, Vice Chair

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

By: 
Deputy Clerk



Rendition Date: 8/18/22

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

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2022, 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 **ROBERT SUTTON and LORRAINE SUTTON**, a married couple ("Sellers"), whose address is 217 Quiet Trail, St. Augustine, Florida 32092.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an Easement over the Sellers' property described on attached EXHIBIT "A", incorporated by reference and made a part hereof, upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire an Easement over the land for utility purposes.

NOW THEREFORE, it is mutually agreed as follows:

1. Recitals. The above Recitals are incorporated into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

2. Purchase Price. The purchase price ("Purchase Price") for the Easement is Twenty-Five Thousand and 00/100 Dollars (**\$25,000.00**). The Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within twenty (20) days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the easement, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within five (5) days after

Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have ten (10) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 10-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement.

4. 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 the Escrow Agent, ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US Highway 1 S, St. Augustine, Florida 32086, on or before ninety (90) 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 transaction 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 a Grant of Easement.

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(c) 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 the owner's title policy issued pursuant to the Commitment and the cost of recording the easement, documentary stamps, and any other affiliated recording fees. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing and property taxes, including prior taxes that are due, to day of closing. Each party shall bear the expense of its own legal counsel.

8. 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 and Permitting 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 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 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.

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 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, Seller will be entitled to receive the Deposit, if there is one, 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.

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 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, if there is one, 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.

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

Seller: Robert Sutton and Lorraine Sutton
217 Quiet Trail
St. Augustine, Florida 32092

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:

SELLER:

Jerry Rodriguez
Signature Date

[Signature] 7/21/22
Robert Sutton Date

JERRY RODRIGUEZ
Print Name

[Signature]
Signature Date

[Signature] 7/21/22
Lorraine Sutton Date

Camelia Jones
Print Name

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

WITNESSES:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

Signature Date

Print

Signature Date

Print

By: _____
Hunter S. Conrad Date

County Administrator

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

Deputy Clerk

EXHIBIT "A"

EASEMENT AREA

A UTILITY EASEMENT SITUATED IN LOT 6 OF TOCOI JUNCTION ACCORDING TO PLAT THEREOF, RECORDED IN MAP BOOK 55, PAGES 89 AND 90 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

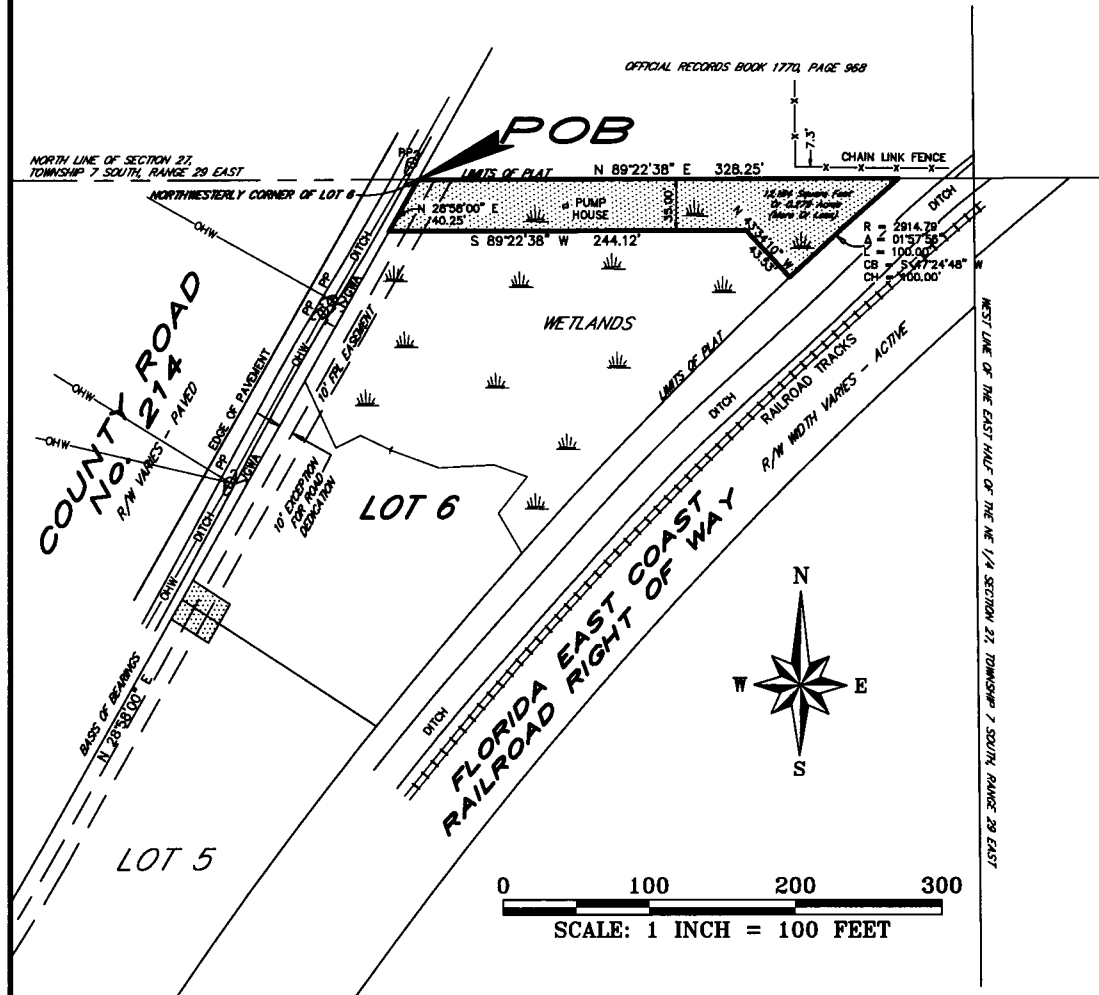
BEGIN AT THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE NORTH 89°22'38" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 328.25 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 01°57'56", A CHORD LENGTH OF 100.00 FEET AND A CHORD BEARING OF SOUTH 47°24'48" WEST, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, AS IT CURRENTLY EXISTS; THENCE SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, AN ARC DISTANCE OF 100.00 FEET; THENCE NORTH 43°34'10" WEST, RADIAL TO THE AFORESAID CURVE, A DISTANCE OF 43.53 FEET; THENCE SOUTH 89°22'38" WEST, PARALLEL TO AND 35 FEET SOUTH OF SAID NORTH LINE OF SAID LOT 6, A DISTANCE OF 244.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 214, AS IT CURRENTLY EXISTS, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OF SAID LOT 6; THENCE NORTH 28°58'00" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 214 AND THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 40.25 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED EASEMENT CONTAINS 0.279 ACRES MORE OR LESS.

PIN 100841-0060

SKETCH OF LEGAL

NOT A BOUNDARY SURVEY



DESCRIPTION

A UTILITY EASEMENT SITUATED IN LOT 6 OF TOCOI JUNCTION ACCORDING TO PLAT THEREOF, RECORDED IN MAP BOOK 55, PAGES 89 AND 90 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE NORTH 89°22'38" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 328.25 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2914.79 FEET, A CENTRAL ANGLE OF 01°57'56", A CHORD LENGTH OF 100.00 FEET AND A CHORD BEARING OF SOUTH 47°24'48" WEST, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, AS IT CURRENTLY EXISTS; THENCE SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, AN ARC DISTANCE OF 100.00 FEET; THENCE NORTH 43°34'10" WEST, RADIAL TO THE AFORESAID CURVE, A DISTANCE OF 43.53 FEET; THENCE SOUTH 89°22'38" WEST, PARALLEL TO AND 35 FEET SOUTH OF SAID NORTH LINE OF SAID LOT 6, A DISTANCE OF 244.12 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 214, AS IT CURRENTLY EXISTS, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OF SAID LOT 6; THENCE NORTH 28°58'00" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 214 AND THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 40.25 FEET TO THE POINT OF BEGINNING.

THE AFORESAID EASEMENT CONTAINS 0.279 ACRES MORE OR LESS.

LEGEND

- POB = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- LB = LICENSED BUSINESS
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PP = POWER POLE
- OHW = OVERHEAD WIRE(S)
- GWA = GUY WIRE ANCHOR

SEAL

DATE SIGNED:

MICHAEL A. PLESICO PLS
Professional Land Surveyor #4798

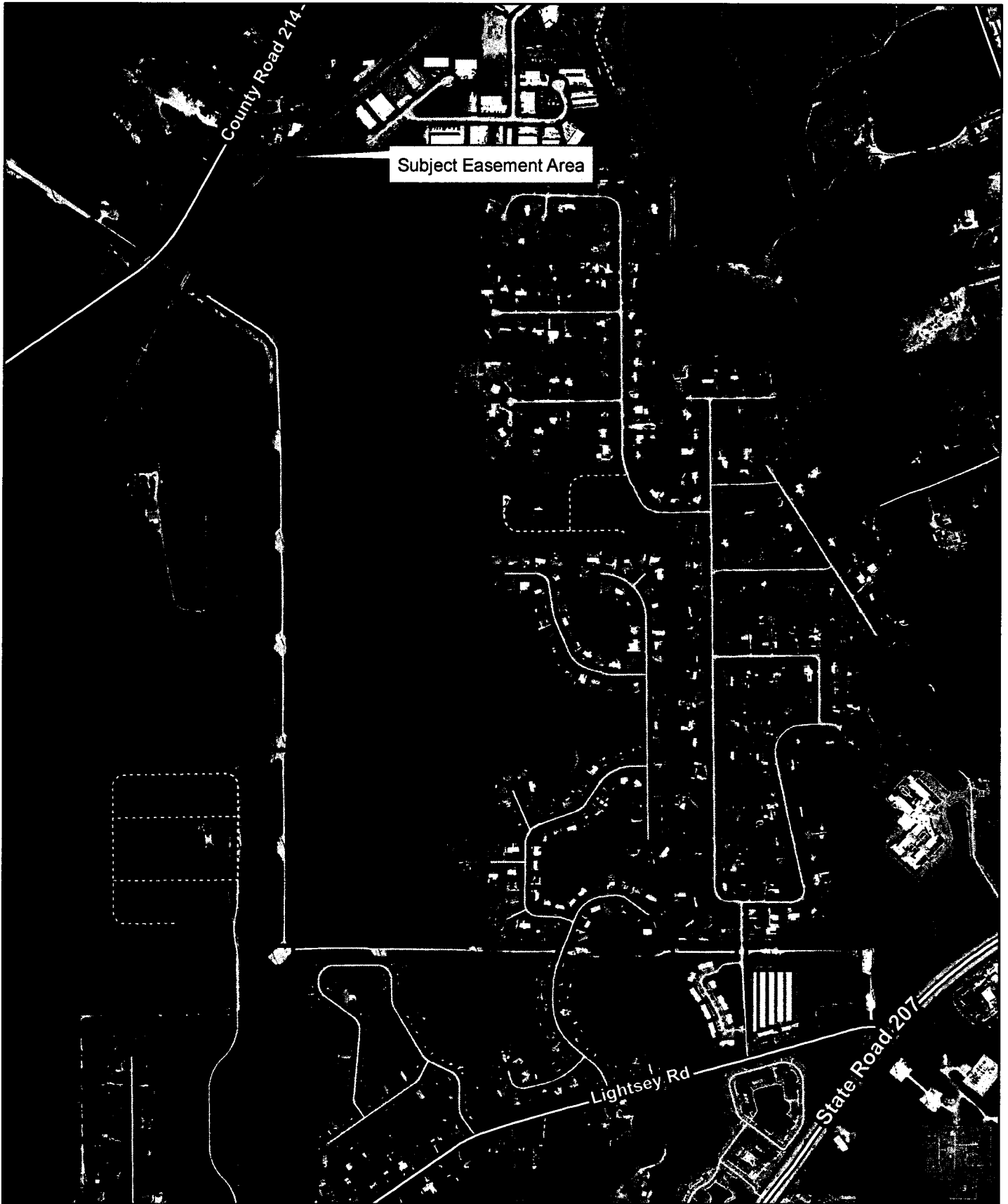


ANCIENT CITY SURVEYORS
LB # 8177

ACS
PROFESSIONAL
LAND SURVEYORS

4425 U.S. HIGHWAY No. 1 SOUTH, SUITE 401
ST. AUGUSTINE, FLORIDA 32086
PHONE: 904-797-9967 FAX: 904-797-6027

SKETCH OF LEGAL
DATE: 07/22/2022
SCALE: 1" = 100'
JOB#: 22-388



2019 Aerial Imagery



July 18, 2022

Easement for Utilities

County Road 214

Land Mgmt. Systems
Real Estate Division
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.

