

RESOLUTION NO. 2024-65

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR A GRANT OF EASEMENT FOR THE CR210 WIDENING FROM CIMARRONE BOULEVARD TO GREENBRIAR ROAD.**

**RECITALS**

**WHEREAS**, the property owner, Jovany Trujillo-Cortez, has executed and presented to St. Johns County a Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to a Grant of Easement for the work to be done on his property; and

**WHEREAS**, this is a Capital Improvement Project to widen CR210 from Cimarrone Boulevard westerly to Greenbriar Road and consist of 2.3 miles of improved roadway to be rebuilt and widened as a typical 4-lane rural section with a minimum of 150 feet of right-of-way with intersection improvements at Greenbriar Road;

**WHEREAS**, work is required on private property for the improvements and the Grant of Easement allows for access and maintenance in this area of CR210; and

**WHEREAS**, this is the last parcel required for the improvements and it is in the best interest of the County to acquire this easement for the improvements.

**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 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 is instructed to file the original Purchase and Sale Agreement in the Clerk Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:  \_\_\_\_\_  
Saah Arnold, Chair

Rendition Date: FEB 20 2024

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

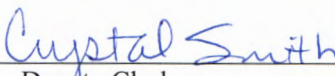
By:  \_\_\_\_\_  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

Purchase and Sale Agreement

Page 1

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

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of January 12, 2024, 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" or "County") and **JOVANY TRUJILLO-CORTEZ**, a single man("Seller"), whose address is 3785 CR210, St. Johns, Florida 32259.

**WITNESSETH:**

**WHEREAS**, the Buyer is desirous of purchasing an Easement over the Seller's property described on attached Exhibit "A" ("Easement Area"), 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 for drainage 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 Forty Four Thousand and 00/100 Dollars (**\$44,000.00**). The Purchase Price shall be in cash or other immediately available funds.

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 Repass Law, or at a title company, on or before ninety (90) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE**.

4. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Easement Area, subject to easements of record including an easement in favor of Florida Power and Light Company, but otherwise 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 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 including, but not limited to, documents necessary to reflect that the existing fence along the frontage of County Road 210 is solely within Seller's Property, or a license from the County granting the perpetual right for the existing fence to remain in its present location.

6. Closing Expenses. At Closing, Buyer shall pay all costs associated with the transaction, which include: (i) the cost of recording the easement, including documentary stamps; (ii) costs of any studies or other due diligence surveys by the Buyer or its agents; (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment; Seller's attorneys' fees in the amount of \$6,000. Seller shall be responsible only to pay any property taxes due, prorated to the date of Closing.

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, Real Estate Appraisal, and Engineering analysis and Permitting and to perform a title inspection 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, provided that Buyer shall restore the Easement Area substantially to its condition immediately prior to such test or inspection or, if Buyer is unable to reasonably restore the Easement Area, Buyer shall compensate Seller for any damages to the land or improvements within the Easement Area and remainder Property. 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.

8. Default.

(a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may 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.

9. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

11. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

12. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

13. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

16. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

17. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by

the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

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

Seller: Jovany Trujillo-Cortez  
3785 CR210 W  
St. Johns, FL 32259

Attorney: Brigham Property Rights Law Firm, PLLC  
111 Nature Walk Parkway, Ste 104  
St. Augustine, Florida 32092

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. No real estate commissions is 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.

26. Fencing and Gate. At its sole risk and expense, and to Seller's reasonable satisfaction, Buyer agrees to the following items, which are depicted on Exhibit "B" attached hereto :

- i. Relocate the existing field fence to the southern boundary of the Easement Area (Final location will be 10' inside of the property line for approximately 100' from the creek bank back east.)
- ii. A 10' tube steel field gate will be included for access to Easement Area, which is Buyer's sole location of ingress and egress to the Easement Area contemplated under this agreement.
- iii. The existing wood fence adjacent to the current right-of-way boundary of County Road 210 will be temporarily removed, stockpiled, and reinstalled along the property line at the new grade once the slope has been fully installed. The wood fence shall be reinstalled within one (1) year of this agreement or once construction is complete, whichever is to occur sooner.

Buyer hereby agrees to the extent Buyer's use of the Easement Area results in damage to any land or improvements within the Easement Area, or damages to the adjoining property, Buyer will repair or replace such improvements with the same, like or better quality, at their original locations within a reasonable time of said damage and repair any damages to the adjoining property.

27. In consideration of the granting of this easement, Buyer and its successors and/or assigns shall defend, protect, indemnify, and hold harmless Seller, together with its successors and/or assigns, from any and all liability, claims, damages and losses, including attorney's fees and cost of court, resulting from or arising out of any negligent operations, activities or omissions of Buyer, its agents and employees in the construction, exercise or use of the Non-Exclusive Easement, except to the extent and in proportion that such liability, claims, damages and/or losses are caused by the negligence of Seller, its successors and/or assigns. Nothing herein shall be construed as a waiver of Buyer's sovereign immunity nor as its consent to be sued by third parties. Buyer's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

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

WITNESSES:

SELLER:

Kent L. Fleming 1/12/24  
Signature Date

Jovany Trujillo-Cortez  
Signature Date

Kenneth L. Fleming  
Print Name

[Signature] 1/12/24  
Signature Date

Rebecca Fleming  
Print Name

BUYER:

WITNESSES:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Joy Andrews Date  
County Administrator

\_\_\_\_\_  
Print Name

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

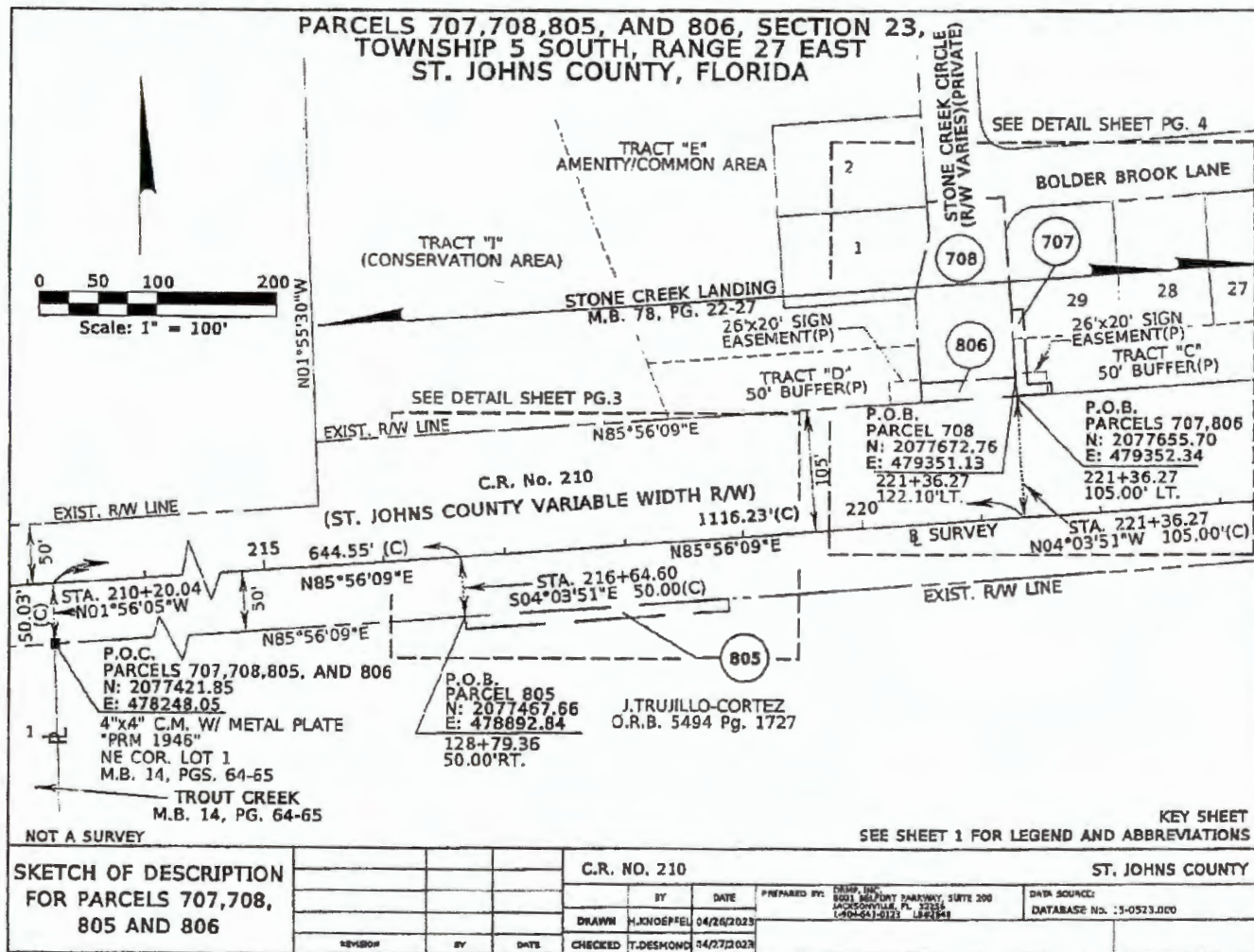
\_\_\_\_\_  
Print Name

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

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

STATE ROAD 210	ST. JOHNS COUNTY			
<u>DESCRIPTION</u>				
PARCEL No. 805	PERPETUAL EASEMENT			
<p>A Parcel Of Land Lying In, Section 23, Township 5 South, Range 27 East, St. Johns County Florida, Being More Particularly Described As Follows:</p> <p>Commence At 4" x 4" Concrete Monument With Metal Plate Stamped PRM 1946, Marking The Northeast Corner Of Lot 1, Per Plat Of Trout Creek, As Recorded In Map Book 14, Pages 64 And 65, Of The Public Records Of St. Johns County, Florida, Being On The Southerly Existing Right Of Way Line Of County Road No. 210 (A 100 Foot Right Of Way, Per St. Johns County Control Survey "County Road No. 210 St. Johns County, Florida", Dated April 13, 2020 On File In The St. Johns County Surveying And Mapping Department); Thence North 01°56'05" West, A Distance Of 50.03 Feet To The Baseline Of Survey Of Said County Road No. 210; Thence North 85°56'09" East, Along Said Baseline, A Distance Of 644.55 Feet; Thence South 04°03'51" East, A Distance Of 50.00 Feet To The Southerly Existing Right Of Way Line Of Said County Road No. 210 And The Point Of Beginning; Thence South 04°03'51" East, A Distance Of 10.00 Feet; Thence North 85°56'09" East, A Distance Of 219.96 Feet; Thence North 04°03'51" West, A Distance Of 10.00 Feet, To The Southerly Existing Right Of Way Line Of Said County Road No. 210; Thence South 85°56'09" West, Along Said Southerly Existing Right Of Way Line Of County Road No. 210, A Distance Of 219.96 Feet To The Point Of Beginning.</p> <p>Containing 2,200 Square Feet, More Or Less.</p>				
NOT A SURVEY	LEGAL DESCRIPTION			
<p><b>SKETCH OF DESCRIPTION</b>  <b>PARCELS 707, 708, 805 AND 806</b></p>				
C.R. No. 210				
ST. JOHNS COUNTY				
	BY	DATE	PREPARED BY: DRMP, INC. 8001 BILLYEY PARKWAY, SUITE 200 JACKSONVILLE, FL 32216 1-904-411-0111	FIELD BOOK: DATABASE No. 15-0523-000
	DRAWN	H.KNOEPPFEL	04/26/2023	
	CHECKED	T. GESHMUND	04/27/2023	
REVISION	BY	DATE		







Easement



2023 Aerial Imagery

Date: 1/19/2024

**CR210/Greenbriar Road  
Improvements**

**Grant of Easement**



**Land Management  
Systems  
(904) 209-0796**

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.