

RESOLUTION NO. 2026- 198

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A TEMPORARY CONSTRUCTION EASEMENT AND A PURCHASE AND SALE AGREEMENT FOR EASEMENT FOR UTILITIES REQUIRED FOR A RECLAIMED WATER TRANSMISSION FORCE MAIN TO BE LOCATED NEAR USINA ROAD EXTENSION AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Richard and Wendy Kniffen have executed and presented to St. Johns County a Temporary Construction Easement and a Purchase and Sale Agreement for Easement for Utilities, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, providing an easement across a portion of their property located off Usina Road Extension for installation of a reclaimed water transmission force main; and

**WHEREAS**, this property is ideally located to allow for an easement to redirect the reclaimed water from the State Road 16 Water Reclamation Facility to the Northwest service area to avoid constructing a new transmission main along the State Road 16 congested utility corridor; and

**WHEREAS**, this new transmission main will provide regional water quantity and water quality benefits by offsetting groundwater demands that would be used for irrigation purposes and greatly reduce the surface water discharge from the State Road 16 Facility to Cowen Swamp, a tributary of Moultrie Creek and the Matanzas River; and

**WHEREAS**, the Easement for Utilities also provides St. Johns County the ability to install, construct, operate, maintain, repair, replace and/or remove pipes and mains constituting an underground water distribution system or sewer force main at this location if needed in the future; and

**WHEREAS**, it is in the best interest of the County to accept the Temporary Construction Easement and acquire the 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 and conditions of the Temporary Construction Easement and Purchase and Sale Agreement for Easement for Utilities and authorize the County Administrator, or designee, to execute the Agreements 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 Easement for Utilities and record the original Easement for Utilities and Temporary Construction Easement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 16 day of June, 2026.

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

**Rendition Date** JUN 16 2026

BY: *Clay Murphy*  
Clay Murphy, Chair

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

*Arthur K. ...*  
Deputy Clerk

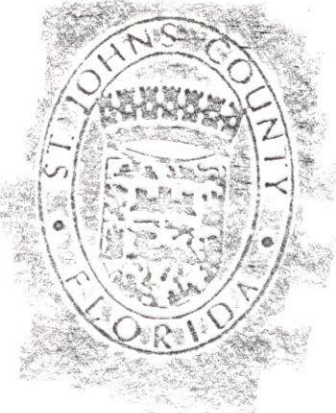


EXHIBIT "A" TO RESOLUTION

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

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **RICHARD C. KNIFFEN and WENDY W. PHILCOX KNIFFEN**, husband and wife, with a principal address of 3000 Usina Road, St. Augustine, Florida 32084, as Grantors 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 Grantors hereby give, grant, bargain and release to the Grantee, a Temporary Construction Easement to enter upon and use the Grantors' property located in St. Johns County, Florida, described below, for construction access and temporary staging of construction materials and equipment, together with non-exclusive rights of ingress and egress 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 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 terminate the date that the project at this location and upon these premises is complete. Grantee shall restore the property to its original condition when the project is complete. All such restoration shall be accomplished at Grantee's sole cost and expense.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Sheri Lewis  
Witness Signature

By: Richard C Kniffen  
Richard C. Kniffen

Sheri Lewis  
Print Name

500 San Sebastian Vw

St. Augustine FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

Jenny Marrick  
Witness Signature

Jenny Marrick  
Print Name

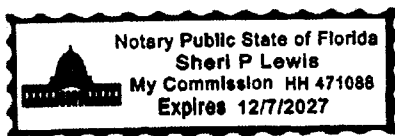
500 San Sebastian View

St. Augustine FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21st day of May, 2026, by Richard C. Kniffen. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

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



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Sheri Lewis  
Witness Signature

By: Wendy W. Philcox Kniffen  
Wendy W. Philcox Kniffen

Sheri Lewis  
Print Name

500 San Sebastian View  
St. Augustine FL 32084  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Jenny Marrison  
Witness Signature

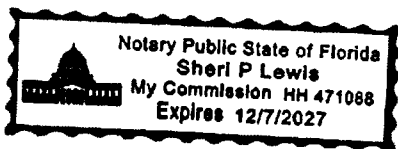
Jenny Marrison  
Print Name

500 San Sebastian View  
St. Augustine FL 32084  
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21st day of May, 2026, by Wendy W. Philcox Kniffen. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

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



**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION EASEMENT**

A PORTION OF SECTION 17, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 1277 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH A 2" SQUARE ALUMINUM DISK STAMPED "894" MARKING THE NORTH MOST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EAST LINE OF SECTION 17, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 01°24'02" EAST ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 1175.11 FEET TO A POINT LYING ON THE EAST PROPERTY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 1277 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°24'02" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND SAID PROPERTY LINE A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SECTION LINE AND SAID EAST PROPERTY LINE SOUTH 87°43'44" WEST A DISTANCE OF 1882.46 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF USINA ROAD AS SHOWN ON THE PLAT OF GREEN ACRES ESTATES UNIT NO. 2, RECORDED IN PLAT BOOK 10, PAGE 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 04°39'15" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID USINA ROAD A DISTANCE OF 15.01 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 87°43'44" EAST A DISTANCE OF 1883.31 FEET TO A POINT LYING OF THE AFORESAID EAST LINE OF SECTION 17 AND THE POINT OF BEGINNING.

CONTAINING 0.648 ACRES, MORE OR LESS.

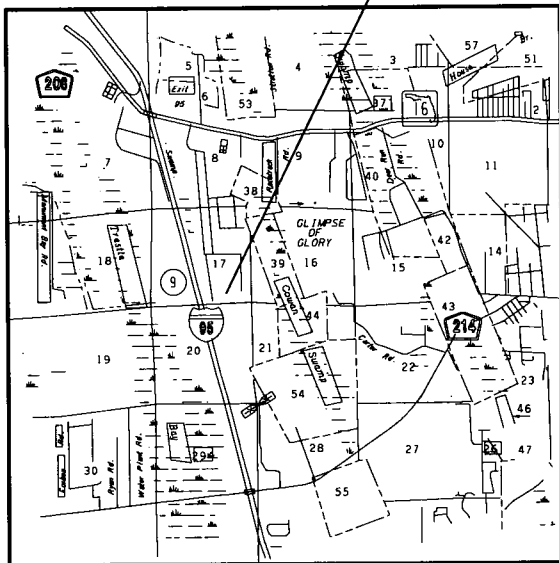
# SKETCH OF DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

## SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST

### GENERAL NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH OF DESCRIPTION WAS PREPARED TO GRAPHICALLY ILLUSTRATE THE PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 4568, PAGE 1277, WHICH CONTAINS THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT PARCEL AS DESCRIBED AND GRAPHICALLY DEPICTED HEREON.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK (FPRN), UTILIZING A COMBINATION OF STATIC AND REAL-TIME KINEMATIC (RTK) METHODS, DERIVING A BEARING OF N 87°43'39" E ALONG THE SOUTH LINE OF BLOCK 2, PHASE TWO OF OLDE TYME ACRES, AS RECORDED IN MAP BOOK 22, PAGES 17-19, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
4. NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER
5. ALL RECORD PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
6. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM..

#### PROJECT LOCATION



(VICINITY MAP)  
NOT TO SCALE

#### LEGEND & ABBREVIATIONS

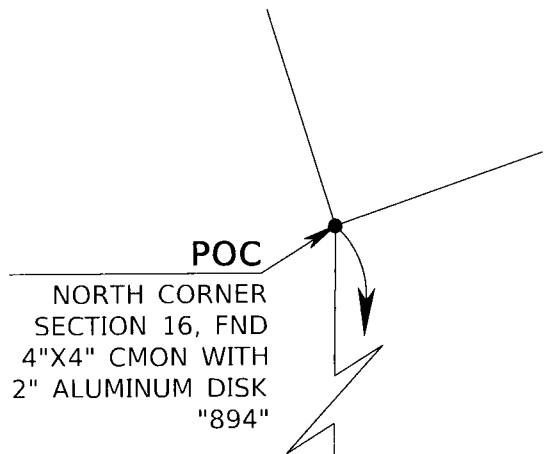
AVE	= AVENUE	NTS	= NOT TO SCALE
(C)	= CALCULATED	ORB	= OFFICIAL RECORD BOOK
CB	= CHORD BEARING	(P)	= DATA SHOWN IN, OR DERIVED FROM PLAT
CH	= CHORD LENGTH	PC	= POINT OF CURVATURE
CL	= CENTERLINE	PG	= PAGE
CMON	= CONCRETE MONUMENT	PI	= POINT OF INTERSECTION
COR	= CORNER	PL	= PROPERTY LINE
CR	= COUNTY ROAD	POB	= POINT OF BEGINNING
(D)	= DATA SHOWN IN, OR DERIVED FROM DEED	POC	= POINT OF COMMENCEMENT
Δ	= DELTA	PT	= POINT OF TANGENCY
EXT.	= EXTENSION	R	= RADIUS
FND	= FOUND	R/W	= RIGHT OF WAY
(F)	= FIELD	SR	= STATE ROAD
GOV	= GOVERNMENT	STA	= STATION
ID	= IDENTIFICATION	TCE	= TEMPORARY CONSTRUCTION EASEMENT
IRC	= IRON ROD AND CAP	W/	= WITH
L	= LENGTH OF CURVE	⊙	= POLE
LB	= LICENSED BUSINESS	⊙	= GUY ANCHOR
MB	= MAP BOOK	⊙	= WIRE PULL BOX
NLD	= NAIL AND DISK	-X-X-	= BARBED WIRE FENCE
NO.	= NUMBER		

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE ATTACHED SKETCH AND DESCRIPTION AS SHOWN HEREIN IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RYAN A. LEATH \_\_\_\_\_ DATE \_\_\_\_\_  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO.7485

<b>ST. JOHNS COUNTY</b>		PREPARED BY: <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD. SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517 LB7917	
<b>SKETCH OF DESCRIPTION</b>			<b>ST. JOHNS COUNTY PROJECT NO. 1422</b>
		PURPOSE - TEMPORARY CONSTRUCTION EASEMENT	
	BY	DATE	
	DRAWN	Y.FUENTES	03/16/26
	CHECKED	R.LEATH	04/01/26
REVISION	BY	DATE	SR 16 TO I-95 RWM REPLACEMENT
			SHEET 1 OF 5

# SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST

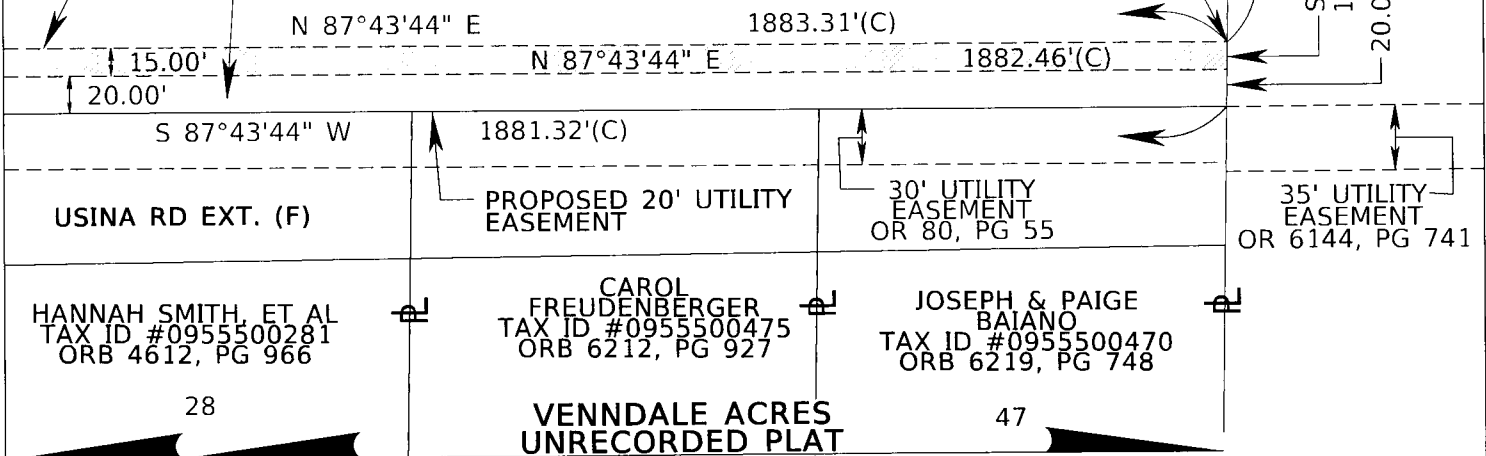


RICHARD C KNIFFEN,  
WENDY W KNIFFEN  
TAX ID #0955600000  
ORB 4568, PG 1277

SEE SHEET 3

PROPOSED 15' TEMPORARY  
CONSTRUCTION EASEMENT  
AREA = 0.648 ACRES±  
(28242 SQUARE FEET)

EASEMENT  
AREA = 0.864 ACRES±  
(37636 SQUARE FEET±)



FOR CERTIFICATION SEE SHEET 1

<b>ST. JOHNS COUNTY</b>		PREPARED BY: <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD, SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517      LB7917	
		<b>SKETCH OF DESCRIPTION</b>	
		<b>PURPOSE - TEMPORARY CONSTRUCTION EASEMENT</b>	
DRAWN	Y.FUENTES	DATE	03/16/26
REVISION	BY	DATE	CHECKED
	R.LEATH	04/01/26	
		SR 16 TO I-95 RWM REPLACEMENT	SHEET 2 OF 5

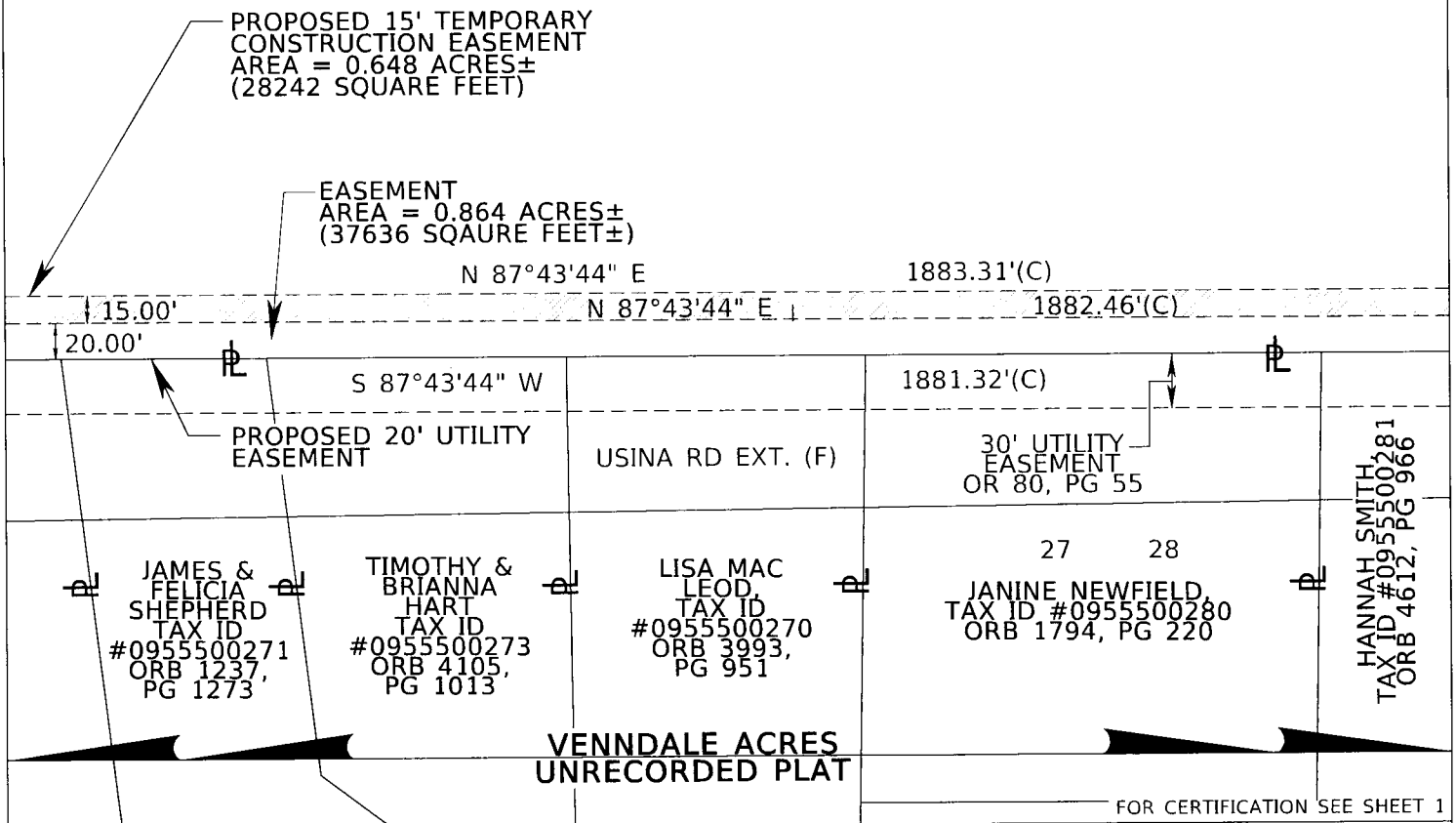
# SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST



RICHARD C KNIFFEN,  
WENDY W KNIFFEN,  
TAX ID #0955600000  
ORB 4568, PG 1277

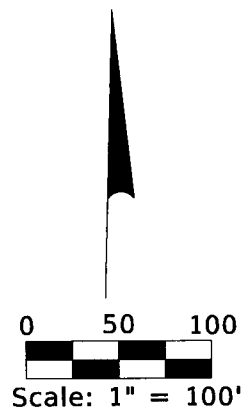
SEE SHEET 4

SEE SHEET 2



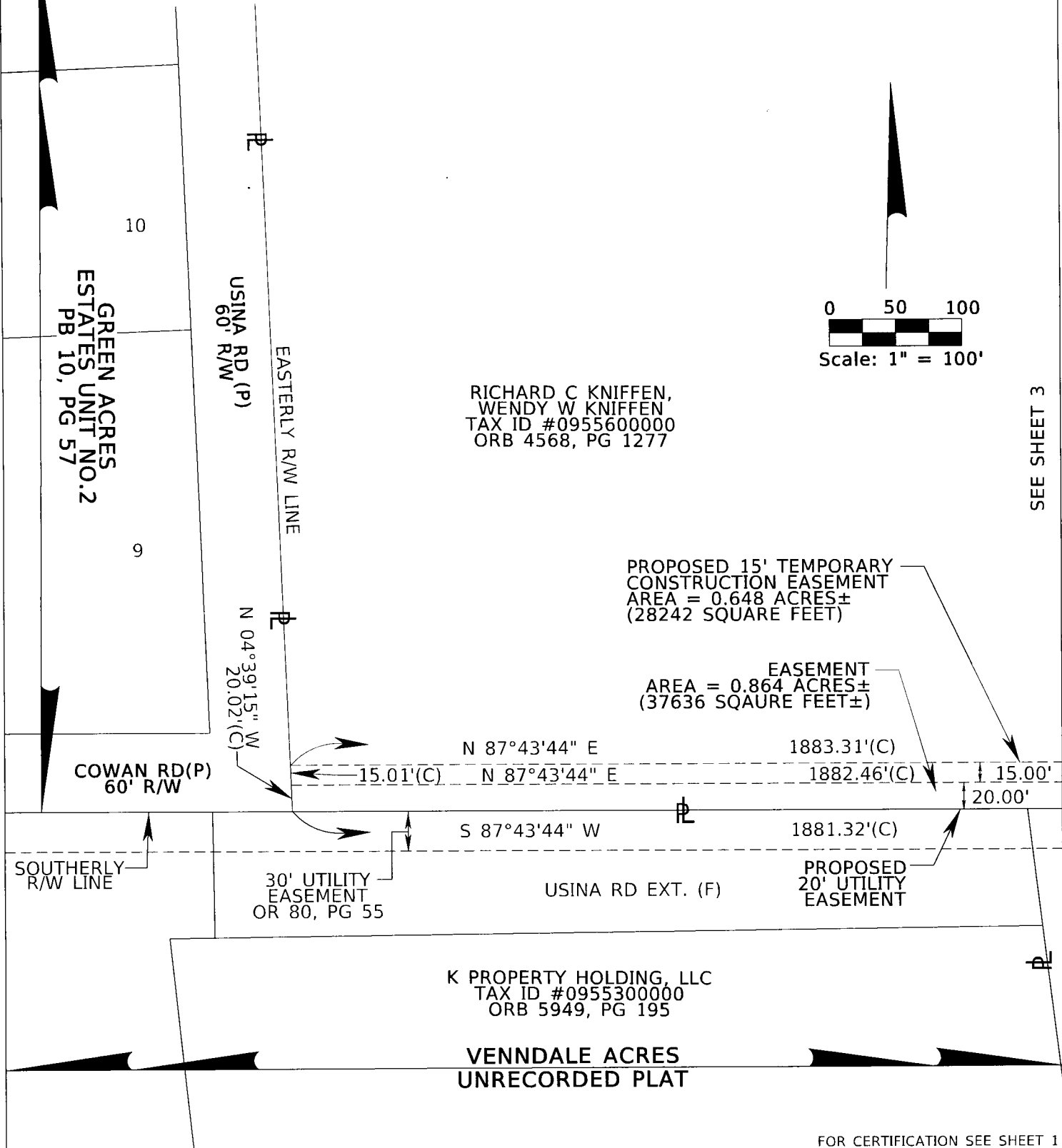
<b>ST. JOHNS COUNTY</b>		PREPARED BY: <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD, SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517      LB7917	
		SKETCH OF DESCRIPTION	
PURPOSE - TEMPORARY CONSTRUCTION EASEMENT		ST. JOHNS COUNTY PROJECT NO. 1422	
DRAWN	Y.FUENTES	DATE	03/16/26
CHECKED	R.LEATH	DATE	04/01/26
REVISION	BY	DATE	SR 16 TO I-95 RWM REPLACEMENT
			SHEET 3 OF 5

# SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST





RICHARD C KNIFFEN,  
WENDY W KNIFFEN  
TAX ID #0955600000  
ORB 4568, PG 1277

SEE SHEET 3



FOR CERTIFICATION SEE SHEET 1

			 <b>ST. JOHNS COUNTY</b>		PREPARED BY:  <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD, SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517 LB7917	
SKETCH OF DESCRIPTION				ST. JOHNS COUNTY PROJECT NO. 1422		
			BY	DATE	PURPOSE - TEMPORARY CONSTRUCTION EASEMENT	
			DRAWN	Y.FUENTES 03/16/26		
			CHECKED	R.LEATH 04/01/26	SR 16 TO I-95 RWM REPLACEMENT	
REVISION	BY	DATE				

# SKETCH OF DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST

**LEGAL DESCRIPTION**



**TEMPORARY CONSTRUCTION EASEMENT**

A PORTION OF SECTION 17, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 1277 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.648 ACRES, MORE OR LESS.

			 <b>ST. JOHNS COUNTY</b>	PREPARED BY:  <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD. SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517 LB7917
			<b>SKETCH OF DESCRIPTION</b>	<b>ST. JOHNS COUNTY PROJECT NO. 1422</b>
			BY DATE	PURPOSE - TEMPORARY CONSTRUCTION EASEMENT
			DRAWN Y.FUENTES 03/16/26	SR 16 TO I-95 RWM REPLACEMENT
REVISION	BY	DATE	CHECKED R.LEATH 04/01/26	<b>SHEET 5 OF 5</b>

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

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2026, 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 **RICHARD C. KNIFFEN and WENDY W. PHILCOX KNIFFEN**, husband and wife, ("Sellers"), whose address is 3000 Usina Road, St. Augustine, Florida 32084.

**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 Nine Thousand and 00/100 Dollars (**\$9,000.00**). The Purchase Price shall be in cash or other immediately available funds. Said Easement for Utilities shall contain substantially the same terms and conditions as set forth on the Easement for Utilities outline attached hereto as Exhibit "B" and by this reference incorporated herein.

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, or at a title company, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE**.

4. Sellers' Representations. Sellers represent 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.

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Sellers shall deliver or cause to be delivered to Buyer an Easement for Utilities.

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

(c) At the Closing, Sellers 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, including documentary stamps and title insurance and Sellers will pay costs to clear the title, real estate commission, if any, and property taxes due to day of closing. Buyer 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 and Permitting to determine the Easement Area's suitability for Buyer's intended purpose. Sellers hereby give Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Buyer agrees to provide Sellers 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 Sellers 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 Sellers. If Sellers default in performance of any of Sellers' obligations in this Agreement, other than a breach of any warranty or representation, Buyer may terminate this Agreement, as Buyer's sole and exclusive remedy for any such default, Buyer 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.

(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 Sellers' default or the termination of this Agreement pursuant to the specific provisions hereof, Sellers will be entitled to receive the Deposit, if there is one, as Sellers' sole and exclusive remedy for any such default, Sellers hereby waiving any rights they 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 Sellers 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 Sellers 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.

14. Assignability. This Agreement may not be assigned by Sellers 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

Sellers: Richard C. Kniffen and Wendy W. Philcox Kniffen  
3000 Usina Road  
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 Sellers, 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:

SELLER:

Sheei Lewis 5/21/26  
Signature Date

Richard C Kniffen  
Richard C. Kniffen  
Date: 5-21-26

Sheei Lewis  
Print Name

Jenny Marnick 5/21/26  
Signature Date

Jenny Marnick  
Print Name

WITNESSES:

SELLER:

Sheei Lewis 5/21/26  
Signature Date

Wendy W. Philcox Kniffen  
Wendy W. Philcox Kniffen  
Date: 5-21-26

Sheei Lewis  
Print Name

Jenny Marnick 5/21/26  
Signature Date

Jenny Marnick  
Print Name

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

\_\_\_\_\_  
Print

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

\_\_\_\_\_  
Print

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

\_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**

A PORTION OF SECTION 17, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 1277 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH A 2" SQUARE ALUMINUM DISK STAMPED "894" MARKING THE NORTH MOST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE EAST LINE OF SECTION 17, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 01°24'02" EAST ALONG THE EAST LINE OF SAID SECTION 17 A DISTANCE OF 1190.11 FEET TO A POINT LYING ON THE EAST PROPERTY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 1277 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 01°24'02" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND SAID PROPERTY LINE A DISTANCE OF 20.00 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID PROPERTY, SAID POINT ALSO LYING ON THE NORTH LINE OF A 30 FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 55 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE DEPARTING SAID SECTION LINE AND SAID EAST PROPERTY LINE SOUTH 87°43'44" WEST ALONG THE SOUTH LINE OF SAID PROPERTY AND THE NORTH LINE OF SAID EASEMENT A DISTANCE OF 1881.32 FEET TO A POINT LYING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF USINA ROAD AND THE SOUTHERLY RIGHT OF WAY LINE OF COWAN ROAD AS SHOWN ON THE PLAT OF GREEN ACRES ESTATES UNIT NO. 2, RECORDED IN PLAT BOOK 10, PAGE 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF SAID PROPERTY AND NORTH LINE OF SAID EASEMENT NORTH 04°39'15" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID USINA ROAD A DISTANCE OF 20.02 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 87°43'44" EAST A DISTANCE OF 1882.46 FEET TO A POINT LYING OF THE AFORESAID EAST LINE OF SECTION 17 AND THE POINT OF BEGINNING.

CONTAINING 0.864 ACRES, 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 \_\_\_\_\_, 2026 by **RICHARD C. KNIFFEN and WENDY W. PHILCOX KNIFFEN**, husband and wife, whose address is 3000 Usina Road, St. Augustine, Florida 32084, hereinafter called "Grantors" 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, Grantors agree as follows:

1. Grantors do 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 water distribution system, sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer, and/or reuse 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. This easement is for water, sewer and/or reuse 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 Grantors are lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

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

(a) Grantors reserve 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; 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.

(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 Grantors, 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 Grantors' request provided that Grantors bear the cost of relocating the underground water, sewer and/or reuse utility lines and facilities located within the Easement area. At Grantors' request, and upon relocation of such lines at Grantors' expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. (a) WATER SYSTEM - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantors or Grantors' successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantors or Grantors' successors and assigns shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system.

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. Notwithstanding, Grantee's obligations are limited as set forth in Section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in Section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes. Nothing

hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

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

6. For the purposes of the terms and conditions of this Grant of Easement, "Grantors" mean the owners from time to time of the Easement Area or any part thereof.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES COMMENCE ON THE FOLLOWING PAGE.***

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Sheri Lewis  
Witness Signature

By: Richard C Kniffen  
Richard C. Kniffen

Sheri Lewis  
Print Name

500 San Sebastian View

St. Augustine FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

Jenny Marick  
Witness Signature

Jenny Marick  
Print Name

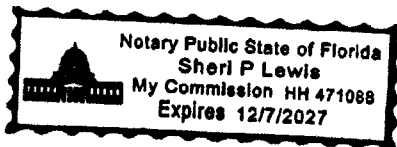
500 San Sebastian View

St. Augustine FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21st day of May, 2026, by Richard C. Kniffen. Such person is personally ~~known to me or~~ has produced \_\_\_\_\_ as identification.

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



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Sheri Lewis  
Witness Signature

By: Wendy W. Philcox Kniffen  
Wendy W. Philcox Kniffen

Sheri Lewis  
Print Name

500 San Sebastian Ave

St. Augustine, FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

Jenny Marticek  
Witness Signature

Jenny Marticek  
Print Name

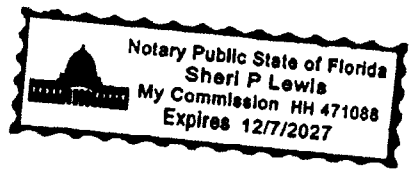
500 San Sebastian Ave

St. Augustine, FL 32084  
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26th day of May, 2026, by Wendy W. Philcox Kniffen. Such person is personally known to me or has produced as identification.

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



**EXHIBIT "A"**

**EASEMENT AREA**

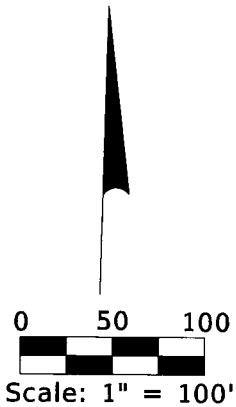
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CONTAINING 0.864 ACRES, MORE OR LESS.



# SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST



**POC**  
 NORTH CORNER  
 SECTION 16, FND  
 4"X4" CMON WITH  
 2" ALUMINUM DISK  
 "894"

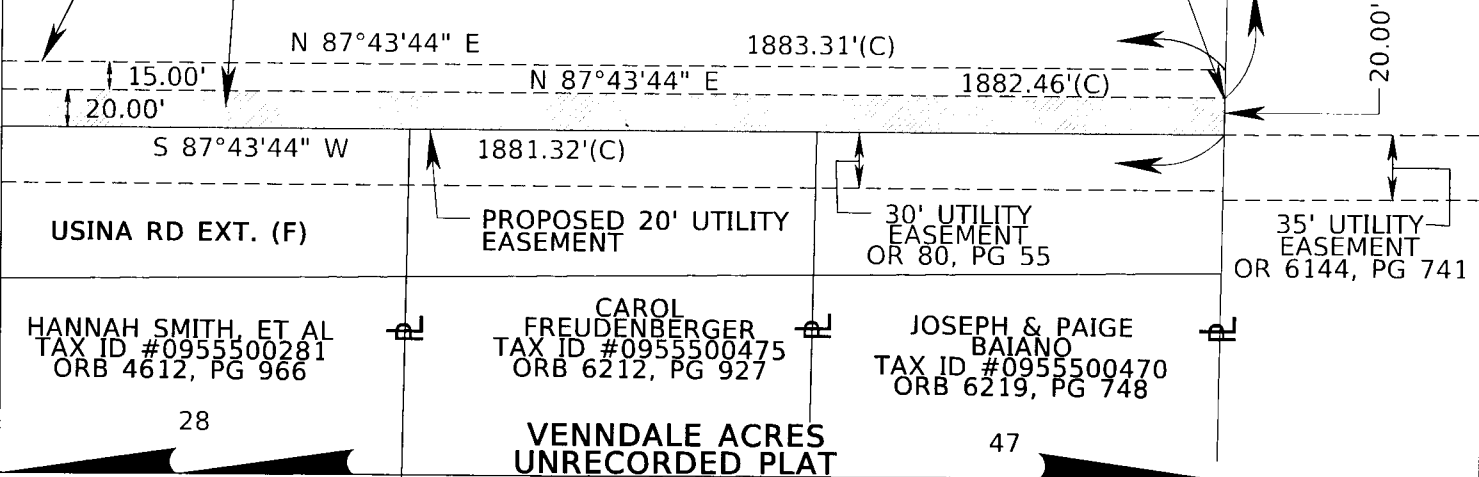
RICHARD C KNIFFEN,  
 WENDY W KNIFFEN  
 TAX ID #0955600000  
 ORB 4568, PG 1277

SEE SHEET 3

PROPOSED 15' TEMPORARY  
 CONSTRUCTION EASEMENT  
 AREA = 0.648 ACRES±  
 (28242 SQUARE FEET)

EASEMENT  
 AREA = 0.864 ACRES±  
 (37636 SQAURE FEET±)

EAST LINE SEC 17  
 S 01°24'02" E 1190.11'(F)  
 WEST LINE SEC 16



HANNAH SMITH, ET AL  
 TAX ID #0955500281  
 ORB 4612, PG 966

CAROL  
 FREUDENBERGER  
 TAX ID #0955500475  
 ORB 6212, PG 927

JOSEPH & PAIGE  
 BAIANO  
 TAX ID #0955500470  
 ORB 6219, PG 748

**VENNDALE ACRES  
 UNRECORDED PLAT**

28

47

FOR CERTIFICATION SEE SHEET 1



**ST. JOHNS COUNTY**

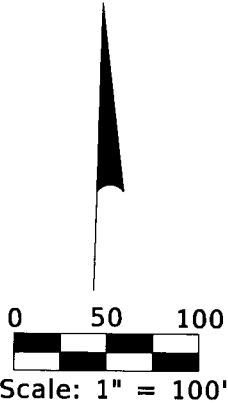
PREPARED BY: **MFKIM & CREED**  
 123 NORTH INDUSTRIAL BLVD, SUITE D  
 ORANGE CITY, FLORIDA 32763  
 386-873-4517 LB7917

**SKETCH OF DESCRIPTION**

**ST. JOHNS COUNTY  
 PROJECT NO. 1422**

DRAWN	BY Y.FUENTES	DATE 03/16/26	PURPOSE - UTILITY EASEMENT				
CHECKED	R.LEATH	04/01/26	SR 16 TO I-95 RWM REPLACEMENT				SHEET 2 OF 5
REVISION	BY	DATE					

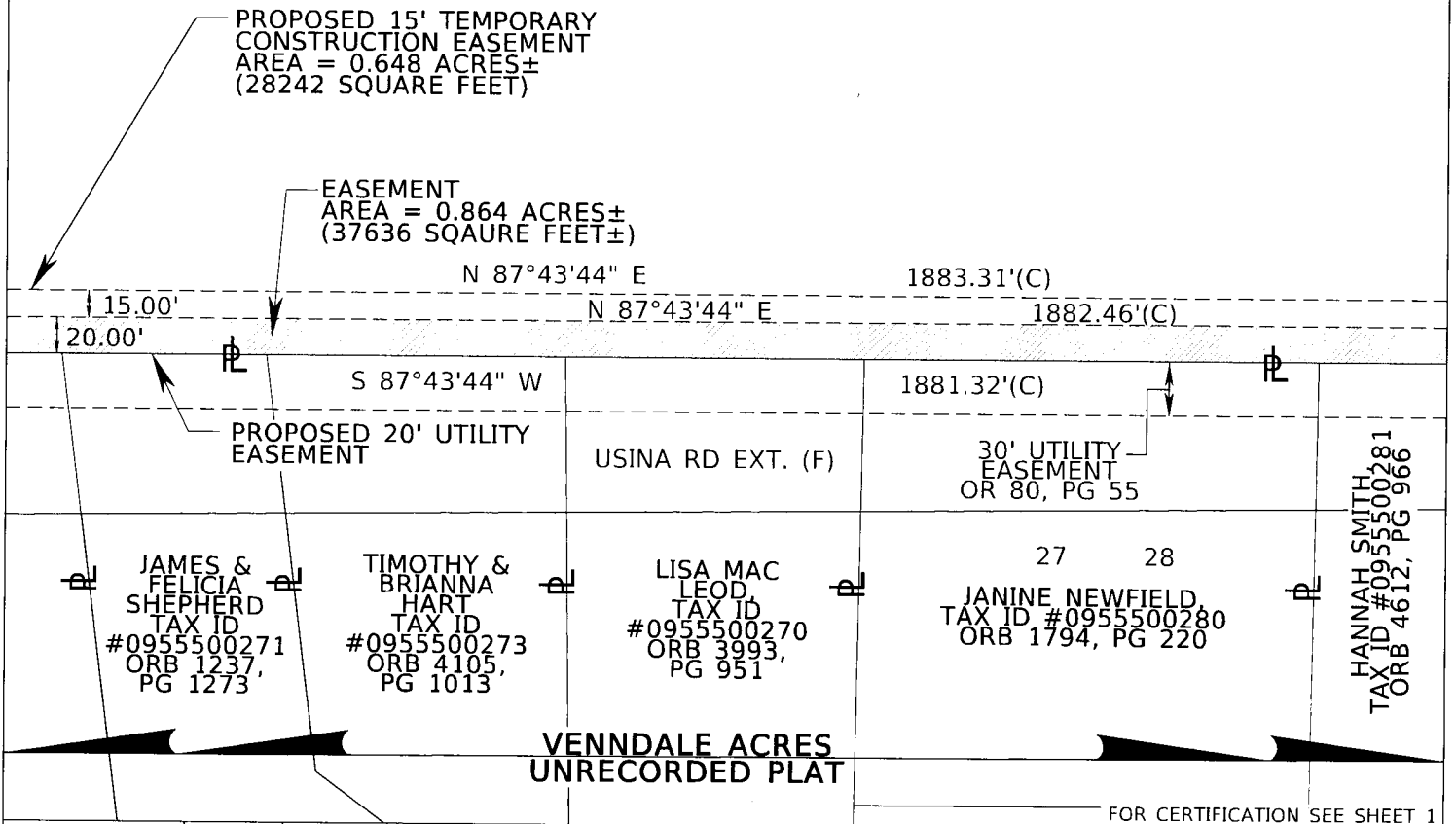
# SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST



RICHARD C KNIFFEN,  
WENDY W KNIFFEN,  
TAX ID #0955600000  
ORB 4568, PG 1277

SEE SHEET 4

SEE SHEET 2



FOR CERTIFICATION SEE SHEET 1



ST. JOHNS COUNTY

PREPARED BY:



**MKIM & CREED**

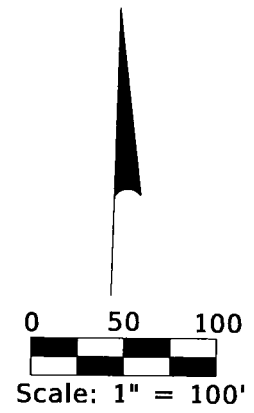
123 NORTH INDUSTRIAL BLVD. SUITE D  
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SKETCH OF DESCRIPTION

ST. JOHNS COUNTY  
PROJECT NO. 1422

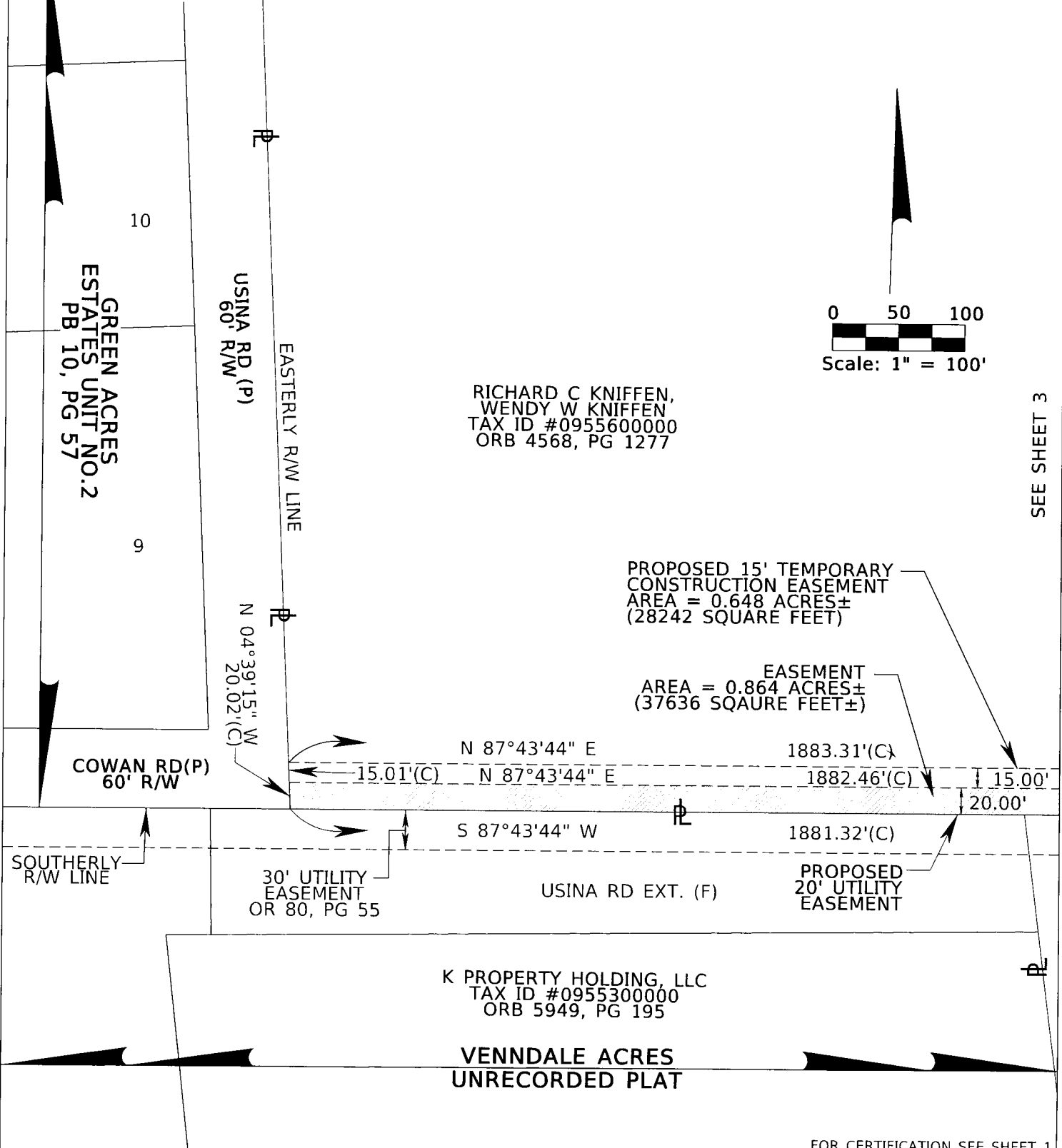
REVISION		BY	DATE	PURPOSE - UTILITY EASEMENT	
		DRAWN	Y.FUENTES	03/16/26	SR 16 TO I-95 RWM REPLACEMENT
		CHECKED	R.LEATH	04/01/26	
				SHEET 3 OF 5	

# SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST



RICHARD C KNIFFEN,  
WENDY W KNIFFEN  
TAX ID #0955600000  
ORB 4568, PG 1277

SEE SHEET 3



FOR CERTIFICATION SEE SHEET 1

		<b>ST. JOHNS COUNTY</b>		PREPARED BY: <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD, SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517      LB7917	
				SKETCH OF DESCRIPTION	
		BY Y. FUENTES	DATE 03/16/26	PURPOSE - UTILITY EASEMENT  SR 16 TO I-95 RWM REPLACEMENT	
REVISION		CHECKED R. LEATH	DATE 04/01/26		

# SKETCH OF DESCRIPTION FOR UTILITY EASEMENT

## SECTION 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST

**LEGAL DESCRIPTION**



**UTILITY EASEMENT**

A PORTION OF SECTION 17, TOWNSHIP 07 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 1277 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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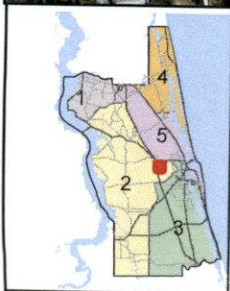
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				<b>ST. JOHNS COUNTY</b>	PREPARED BY:  <b>MKIM &amp; CREED</b> 123 NORTH INDUSTRIAL BLVD. SUITE D ORANGE CITY, FLORIDA 32763 386-873-4517      LB7917	
			<b>SKETCH OF DESCRIPTION</b>			<b>ST. JOHNS COUNTY PROJECT NO. 1422</b>
			BY	DATE	PURPOSE - UTILITY EASEMENT	
			DRAWN	Y.FUENTES	03/16/26	SR 16 TO I-95 RWM REPLACEMENT
REVISION	BY	DATE	CHECKED	R.LEATH	04/01/26	



Richard and Wendy Kniffen  
 15 ft Temporary Construction Easement  
 20 ft Easement for Utilities



Imagery Date: 12/2024

Date: 5/21/2026

Richard and Wendy Kniffen  
 Purchase & Sale Agreement  
 Easement for Utilities  
 Temporary Construction Easement



Land Management  
 Systems  
 (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.