

RESOLUTION NO. 99-124

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION BY THE COUNTY ADMINISTRATOR OF THE PURCHASE AND SALE AGREEMENTS FOR THE ACQUISITION OF PROPERTY FOR THE CONSTRUCTION OF THE INTERSECTION IMPROVEMENTS AT C.R. 210 AND CANAL BOULEVARD.

RECITALS

WHEREAS, the owners of certain property have executed and presented to the County the Purchase and Sale Agreements in substantially the forms attached hereto as Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" incorporated by reference and made a part hereof, agreeing to sell certain portions of property for the construction of the intersection improvements at C.R. 210 and Canal Boulevard; and

WHEREAS, the proposed scope of work for this project requires the acquisition of right-of-way for turn lanes , straightening of the severe curve along C.R. 210 and increasing the sight distance on Canal Blouvard when approaching C.R. 210; and

WHEREAS, the purchase price in the Agreements is the value as established by an Appraisal Report prepared by Ronald N. Pacetti, MAI; and

WHEREAS, it is in the public interest and there is a need to provide a safer intersection.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. All the WHEREAS clauses above are hereby adopted as findings of facts.
2. The Board hereby approves the Purchase and Sale Agreements in substantially the forms attached hereto and authorizes the County Administrator to execute said Agreements.
3. The Clerk is instructed to file the original Purchase and Sale Agreements and mail executed copies of this Resolution and the Agreements to the Sellers as defined in the Agreements.
4. The County Administrator is authorized to take action to close these Agreements and complete the purchase upon compliance with Florida Statute 125.355 and all terms of the Agreements with monies for such purchases coming from the identified transportation projects.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of September, 1999.

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

BY: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland

By: Patricia DeGrande
Deputy Clerk

Exhibit "A" to Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 1999, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095 ("Buyer") and **DIEGO BAPTIST CHURCH OF PALM VALLEY, INC.**, whose address is P.O. Box 521 Ponte Vedra Beach, Florida 32004 ("Seller").

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing a portion of the properties owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed and the parties wish to avoid condemnation and this Agreement is being entered into with the understanding that the Buyer has the authority and power of eminent domain and would exercise such power absent the execution of this Agreement; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the property, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the County Road No. 210/Canal Boulevard Intersection Improvement Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$11,320.00, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(I) Cash to Close	Closing Day	\$11,320.00
TOTAL PURCHASE PRICE		\$11,320.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 45 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 Deed 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 10 days after Buyer's receipt of the Commitment if it discloses any defects in the title to the Property, other than the Permitted Encumbrances or if the Commitment cannot be obtained. 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 and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, 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.

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, FL 32084, on or before ~~September 30, 1999~~, ("Closing Date"), TIME BEING OF THE ESSENCE. See attached Addendum. *OCTOBER 29, 1999*

4. Prorations. Any real property taxes shall be prorated on the basis of the 1999 taxes at the highest allowable discount. *WAD EPP*

5. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has 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 the following:

(i) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a FIRPTA affidavit;

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver any Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. 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 Property 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 appropriate or 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, the cost of recording the deed, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel and appraisals.

8. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property'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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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 shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. 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, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit 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.

11. 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 Deed.

12. 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.

13. 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.

14. 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.

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 State Mail, Registered or Certified, Return Receipt Requested; United State Express Mail; or Federal Express or equivalent courier service, and shall not 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: Diego Baptist Church of Palm Valley, Inc.,
P.O. Box 521
Ponte Vedra, FL 32004

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, FL 32095

Escrow Agent: Southeast Title Group, Inc.
93 Orange Street
St. Augustine, FL 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. Buyer and Seller agree that there are no real estate commissions that may be owed 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

BUYER:
ST. JOHNS COUNTY, FLORIDA

Witness Name _____

Ben W. Adams, Jr.
County Administrator

Witness Name _____

SELLER:

Ethel R. Battell
Witness Name ETHEL R. BATELL

W B Dauglon
Diego Baptist Church of Palm Valley, Inc.
Trustees

Michael L. Lore
Witness Name MICHAEL L. LORE

Eugenia O. Price

Katherine T. Rowe
Witness Name KATHERYNE T. ROWE

Jessie Bass

ADDENDUM

Item number 3 in the Purchase and Sale Agreement has been changed as follows:

3. Closing. Unless extended by the terms of Sections 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, Florida 32084, on or before October 29, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE.

EPP
JLB
LPS

“EXHIBIT “A-1” to the Agreement

Diego Baptist Church of Palm Valley, Inc.

DESCRIPTION FOR PARCEL “A”

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of Lot 23 of St. Johns Plantation as recorded in Map Book 27, Page 44 of the current public records of St. Johns County, Florida; Thence N 82 degrees 16 minutes 00 seconds E, 17.08 feet to the Southwesterly right-of-way line of County Road 210, a 66.00 foot wide right-of-way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D, dated 01/22/99 for methodology for establishing right-of-way); Thence S 13 degrees 09 minutes 53 seconds E, a distance of 122.46 feet to a point of curvature of a curve concave Northeasterly having a radius of 562.74 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 26 degrees 02 minutes 27 seconds, an arc distance of 255.77 feet, said arc being subtended by a chord bearing and distance of S 26 degrees 11 minutes 18 seconds E, 253.57 feet to a point of tangency; Thence S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 146.11 feet to the POINT OF BEGINNING of this description; Thence continue S 39 degrees 12 minutes 31 seconds E along said Southwesterly right- of-way a distance of 292.06 feet to the Southerly line of those lands described in Official Records Book 1283, page 729 of said county, said Southeasterly line also being the Northerly line of those lands described in Deed Book 195, Page 155 of said county; Thence S 50 degrees 26 minutes 30 seconds W along said line 17.00 feet; Thence N 39 degrees 12 minutes 31 seconds W a distance of 298.54 feet to the Northerly line of those lands described in Official Records Book 1283, page 729 of said county, also being the Southerly line of those lands described in Official Records Book 1126, Pages 894-897 of said county; Thence N 71 degrees 21 minutes 18 seconds E along said line 18.16 feet to the POINT OF BEGINNING.

Containing 0.12 acres more or less.

EXHIBIT "A-2" to the Agreement

Diego Baptist Church of Palm Valley, Inc.

DESCRIPTION FOR PARCEL "C"

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of Lot 23 of St. Johns Plantation as recorded in Map Book 27, Page 44 of the current public records of St. Johns County, Florida; Thence N 82 degrees 16 minutes 00 seconds E, 17.08 feet to the Southwesterly right-of-way line of County Road 210, a 66.00 foot wide right-of-way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D, dated 01/22/99 for methodology for establishing right-of-way); Thence S 13 degrees 09 minutes 53 seconds E, a distance of 122.46 feet to a point of curvature of a curve concave Southwesterly having a radius of 562.74 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 26 degrees 02 minutes 27 seconds, an arc distance of 255.77 feet, said arc being subtended by a chord bearing and distance of S 26 degrees 11 minutes 18 seconds E, 253.57 feet to a point of tangency; Thence S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 592.10 feet to a point of curvature of a curve concave Southwesterly having a radius of 253.90 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 08 degrees 56 minutes 26 seconds, an arc distance of 39.62 feet, said arc being subtended by a chord bearing and distance of S 34 degrees 53 minutes 27 seconds E, 39.58 feet to a point on the Northerly right-of-way line of Canal Boulevard, a 60.00 foot wide right of way as now established (see Privett-Niles & Associates, Inc. Map number 504-007, dated 09/19/98 for methodology for establishing right-of-way); Thence S 88 degrees 07 minutes 18 seconds W along said Northerly right-of-way a distance of 236.18 feet to the Easterly line of those lands described in Deed Book 195, Page 155 of said county, also being the Westerly line of those lands described in Official Records Book 1283, Page 717 of said county and the POINT OF BEGINNING of this description; Thence continue S 88 degrees 07 minutes 18 seconds W along said Northerly right-of-way a distance of 50.00 feet; Thence N 01 degrees 52 minutes 42 seconds W departing said Northerly right-of-way a distance of 8.35 feet; Thence N 88 degrees 40 minutes 52 seconds E, a distance of 50.01 feet to said Easterly line of those lands described in Deed Book 195, page 155 of said county, also being the Westerly line of those lands described in Official Records Book 1283, Page 717 of said county; Thence S 01 degrees 52 minutes 42 seconds E along said Easterly line of those lands described in Deed Book 195, Page 155 of said county, also being the Westerly line of those lands described in Official Records Book 1283, Page 717 of said county, a distance of 7.86 feet to the POINT OF BEGINNING.

Containing 0.01 acres more or less.

Exhibit "B" to Resolution
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 1999, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095 ("Buyer") and **LILLIAN BLALOCK A/K/A LILLIAN HILL**, whose address is 5324 Robert Scott Drive North, Jacksonville, Florida 32007 ("Seller").

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing a portion of the properties owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed and the parties wish to avoid condemnation and this Agreement is being entered into with the understanding that the Buyer has the authority and power of eminent domain and would exercise such power absent the execution of this Agreement; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the property, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the County Road No. 210/Canal Boulevard Intersection Improvement Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$11,760.00, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(I) Cash to Close	Closing Day	\$11,760.00
TOTAL PURCHASE PRICE		<u>\$11,760.00</u>

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 45 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 Deed 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 10 days after Buyer's receipt of the Commitment if it discloses any defects in the title to the Property, other than the Permitted Encumbrances or if the Commitment cannot be obtained. 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 and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, 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.

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, FL 32084, on or before September 30, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE. See attached Addendum. *S. B. H*

4. Prorations. Any real property taxes shall be prorated on the basis of the 1999 taxes at the highest allowable discount.

5. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has 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 the following:

(i) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a FIRPTA affidavit;

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver any Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. 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 Property 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 appropriate or 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, the cost of recording the deed, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel and appraisals.

8. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property'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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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 shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. 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, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit 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.

11. 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 Deed.

12. 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.

13. 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.

14. 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.

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 State Mail, Registered or Certified, Return Receipt Requested; United State Express Mail; or Federal Express or equivalent courier service, and shall not 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: Lillian Blalock A/k/A Lillian Hill
5324 Robert Scott Drive North
Jacksonville, Florida 32207

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, FL 32095

Escrow Agent: Southeast Title Group, Inc.
93 Orange Street
St. Augustine, FL 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. Buyer and Seller agree that there are no real estate commissions that may be owed 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

BUYER:
ST. JOHNS COUNTY, FLORIDA

Witness Name _____

Ben W. Adams, Jr.
County Administrator

Witness Name _____

SELLER:

Deelyn Trayer
Witness Name _____

Lillian B. Hise
Lillian Blalock A/K/A Lillian Hill

Walter Trayer
Witness Name _____

Lillian Blalock Hise

ADDENDUM

Item number 3 in the Purchase and Sale Agreement has been changed as follows: *S. B. Hill*

3. **Closing.** Unless extended by the terms of Sections 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, Florida 32084, on or before October 29, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE.

EXHIBIT "A" to the Agreement

Lillian Blalock a/k/a Lillian Hill

DESCRIPTION FOR PARCEL "B"

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of Lot 23 of St. Johns Plantation as recorded in Map Book 27, Page 44 of the current public records of St. Johns County, Florida; Thence N 82 degrees 16 minutes 00 seconds E, 17.08 feet to the Southwesterly right-of-way line of County Road 210, a 66.00 foot wide right-of-way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D, dated 01/22/99 for methodology for establishing right-of-way); Thence S 13 degrees 09 minutes 53 seconds E, a distance of 122.46 feet to a point of curvature of a curve concave Southwesterly having a radius of 562.74 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 26 degrees 02 minutes 27 seconds, an arc distance of 255.77 feet, said arc being subtended by a chord bearing and distance of S 26 degrees 11 minutes 18 seconds E, 253.57 feet to a point of tangency; Thence S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 438.17 feet to the POINT OF BEGINNING of this description; Thence continue S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of way a distance of 153.93 feet to a point of curvature of a curve concave Southwesterly having a radius of 253.90 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 08 degrees 56 minutes 26 seconds, an arc distance of 39.62 feet, said arc being subtended by a chord bearing and distance of S 34 degrees 53 minutes 27 seconds E, 39.58 feet to a point on the Northerly right-of-way line of Canal Boulevard, a 60.00 foot wide right of way as now established (see Privet-Niles & Associates, Inc. Map number 504-007, dated 09/19/98 for methodology for establishing right-of-way); Thence S 88 degrees 07 minutes 18 seconds W along said Northerly right-of-way a distance of 236.18 feet; Thence N 01 degrees 52 minutes 42 seconds W departing said Northerly right-of-way a distance of 7.86 feet; Thence N 88 degrees 40 minutes 52 seconds E, a distance of 135.85 feet; Thence N 43 degrees 51 minutes 21 seconds E, a distance of 43.24 feet; Thence N 34 degrees 27 minutes 27 seconds W, a distance of 107.17 feet; Thence N 50 degrees 47 minutes 29 seconds E, a distance of 10.00 feet; Thence N 39 degrees 12 minutes 31 seconds W, a distance of 15.23 feet; Thence N 50 degrees 26 minutes 30 seconds E, a distance of 17.00 feet to the POINT OF BEGINNING.

Containing 0.18 acres more or less.

Exhibit "C" to Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of 7-26, 1999, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095 ("Buyer") and **JOHN D. MOFFITT and VALERIE A. MOFFITT**, whose address is 1160 Linkside Court West, Atlantic Beach, FL 32233 ("Seller").

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing a portion of the properties owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed and the parties wish to avoid condemnation and this Agreement is being entered into with the understanding that the Buyer has the authority and power of eminent domain and would exercise such power absent the execution of this Agreement; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the property, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the County Road No. 210/Canal Boulevard Intersection Improvement Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$17,640.00, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(1) Cash to Close	Closing Day	\$17,640.00
TOTAL PURCHASE PRICE		<u>\$17,640.00</u>

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

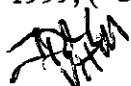
(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed 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 10 days after Buyer's receipt of the Commitment if it discloses any defects in the title to the Property, other than the Permitted Encumbrances or if the Commitment cannot be obtained. 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 and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, 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.

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, FL 32084, on or before September 30, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE. See attached Addendum. 

4. Prorations. Any real property taxes shall be prorated on the basis of the 1999 taxes at the highest allowable discount.

5. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has 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 the following:

(I) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a FIRPTA affidavit;

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. 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 Property 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 appropriate or 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, the cost of recording the deed, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel and appraisals.

8. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property'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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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 shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. 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, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit 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.

11. 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 Deed.

12. 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.

13. 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.

14. 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.

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 State Mail, Registered or Certified, Return Receipt Requested; United State Express Mail; or Federal Express or equivalent courier service, and shall not 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: John D. Moffitt and Valerie A. Moffitt
1160 Linkside Court West
Atlantic Beach, FL 32233

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, FL 32095

Escrow Agent: Southeast Title Group, Inc.
93 Orange Street
St. Augustine, FL 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. Buyer and Seller agree that there are no real estate commissions that may be owed 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. SEE ATTACHMENT A. JDM VAW 7/22/99

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

BUYER:
ST. JOHNS COUNTY, FLORIDA


Witness Name _____



Ben W. Adams, Jr.
County Administrator

Witness Name _____

SELLER:

✓ Shirley Cobb
Witness Name ✓ Shirley Cobb


John D. Moffitt

✓ 
Witness Name ✓ 

✓ Valerie A. Moffitt
Valerie A. Moffitt

ATTACHMENT A.

JDH 7/26/99
HAM

~~105~~ Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. ~~Any indemnity provisions herein shall include indemnification for such costs and fees.~~ This section shall survive the Closing or a prior termination hereof.

JDH 8/9/99
HAM

ADDENDUM

Item number 3 in the Purchase and Sale Agreement has been changed as follows:

3. Closing. Unless extended by the terms of Sections 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, Florida 32084, on or before October 29, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE.

*TDK
VHM*

EXHIBIT "A" to the Agreement

John D. & Valerie A. Moffitt

DESCRIPTION FOR PARCEL " F"

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of Lot 23 of St. Johns Plantation as recorded in Map Book 27, Page 44 of the current public records of St. Johns County, Florida; Thence N 82 degrees 16 minutes 00 degrees E, 17.08 feet to the Southwesterly right-of-way line of County Road 210, a 66.00 foot wide right-of-way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D, dated 01/22/99 for methodology for establishing right-of-way); Thence S 13 degrees 09 minutes 53 seconds E, a distance of 122.46 feet to a point of curvature of a curve concave Southwesterly having a radius of 562.74 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 26 degrees 02 minutes 27 seconds, an arc distance of 255.77 feet, said arc being subtended by a chord bearing and distance of S 26 degrees 11 minutes 18 seconds E, 253.57 feet to a point of tangency; Thence S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 146.11 feet to the POINT OF BEGINNING of this description; Thence continue S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 592.10 feet to a point of curvature of a curve concave Southwesterly having a radius of 253.90 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 08 degrees 56 minutes 26 seconds, an arc distance of 39.26 feet, said arc being subtended by a chord bearing and distance of S 34 degrees 53 minutes 27 seconds E, 39.58 feet to a point on the Northerly right-of-way line of Canal Boulevard, a variable width right-of-way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D dated 01/22/99 for methodology for establishing right-of-way); Thence S 88 degrees 07 minutes 18 seconds W along said Northerly right-of-way a distance of 236.18 feet; Thence S 01 degrees 22 minutes 48 seconds E a distance of 52.14 feet to the Southerly right-of-way line of said Canal Boulevard and the POINT OF BEGINNING of this description; Thence N 88 degrees 40 minutes 52 seconds E along said Southerly right-of-way line of Canal Boulevard a distance of 258.65 feet to a point on a curve concave Southwesterly having a radius of 253.90 feet, said point being on the said Southwesterly right-of-way of County Road 210; Thence Southeasterly along and around the arc of said curve through a central angle of 15 degrees 28 minutes 58 seconds, an arc distance of 68.61 feet, said arc being subtended by a chord bearing and distance of S 09 degrees 21 minutes 50 seconds E, 68.40 feet to a point of tangency; Thence S 02 degrees 05 minutes 28 seconds E along said Southwesterly right-of-way of County Road 210 a distance of 344.54 feet; Thence S 81 degrees 53 minutes 30 seconds W, a distance of 17.09 feet; Thence N 02 degrees 05 minutes 28 seconds W, a distance of 209.74 feet to a point of curvature of a curve concave Southwesterly having a radius of 650.00 feet; Thence Northwesterly along and around the arc of said curve through a central angle of 17 degrees 23 minutes 22 seconds, an arc distance of 197.28 feet, said arc being subtended by a chord bearing and distance of N 10 degrees 47 minutes 09 seconds W, 196.52 feet; Thence S 88 degrees 12 minutes 18 seconds W, a distance of 220.65 feet; Thence N 01 degrees 47 minutes 42 seconds W, a distance of 12.52 feet to a point on the said Southerly right-of-way line of Canal Boulevard and the POINT OF BEGINNING containing 0.27 acres more or less.

Exhibit "D" to Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 1999, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095 ("Buyer") and **WARREN LEE POPWELL, A MARRIED MAN**, whose address is 130 4th Avenue South, Jacksonville Beach, Florida 32250 ("Seller").

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing a portion of the properties owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed and the parties wish to avoid condemnation and this Agreement is being entered into with the understanding that the Buyer has the authority and power of eminent domain and would exercise such power absent the execution of this Agreement; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the property, described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the County Road No. 210/Canal Boulevard Intersection Improvement Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$6,100.00, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(I) Cash to Close	Closing Day	\$6,100.00
TOTAL PURCHASE PRICE		<u>\$6,100.00</u>

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.


(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 45 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 Deed 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 10 days after Buyer's receipt of the Commitment if it discloses any defects in the title to the Property, other than the Permitted Encumbrances or if the Commitment cannot be obtained. 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 and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, 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.

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, FL 32084, on or before September 30, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE. See attached Addendum. 

4. Prorations. Any real property taxes shall be prorated on the basis of the 1999 taxes at the highest allowable discount.

5. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has 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 the following:

(i) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a FIRPTA affidavit;

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver any Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. 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 Property 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 appropriate or 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, the cost of recording the deed, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel and appraisals.

8. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for sixty (60) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property'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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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 shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. 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, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit 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.

11. 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 Deed.

12. 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.

13. 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.

14. 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.

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 State Mail, Registered or Certified, Return Receipt Requested; United State Express Mail; or Federal Express or equivalent courier service, and shall not 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: Waren Lee Popwell, a married man
 130 4th Avenue South
 Jacksonville Beach, Florida 32250

Buyer: St. Johns County
 Ben W. Adams, Jr., County Administrator
 4020 Lewis Speedway
 St. Augustine, FL 32095

Escrow Agent: Southeast Title Group, Inc.
 93 Orange Street
 St. Augustine, FL 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. Buyer and Seller agree that there are no real estate commissions that may be owed 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

ADDENDUM



Item number 3 in the Purchase and Sale Agreement has been changed as follows:

3. Closing. Unless extended by the terms of Sections 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of Southeast Title Company 93 Orange Street, St. Augustine, Florida 32084, on or before October 29, 1999, ("Closing Date"), TIME BEING OF THE ESSENCE.

BUYER:
ST. JOHNS COUNTY, FLORIDA

Witness Name _____

Ben W. Adams, Jr.
County Administrator

Witness Name _____

SELLER:

Stephanie Leetch
Witness Name Stephanie Leetch

Stephanie Leetch
Witness Name Stephanie Leetch

Nancy Seague
Witness Name NANCY SEAGUE

Warren Lee Popwell
Warren Lee Popwell, a married man

WARREN LEE POPWELL

Elizabeth E. Popwell
Popwell, wife
Elizabeth E. Popwell

EXHIBIT "A" to the Agreement

Waren Lee Popwell

DESCRIPTION FOR PARCEL "G"

A PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 2, SECTION 9, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast corner of Lot 23 of St. Johns Plantation as recorded in Map Book 27, Page 44 of the current public records of St. Johns County, Florida; Thence N 82 degrees 16 minutes and 00 seconds E, 17.08 feet to the Southwesterly right-of-way line of County Road 210, a 66.00 foot wide right-of-way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D, dated 01/22/99 for methodology for establishing right-of-way); Thence S 13 degrees 09 minutes 53 seconds E, a distance of 122.46 feet to a point of curvature of a curve concave Southwesterly having a radius of 562.74 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 26 degrees 02 minutes 27 seconds, an arc distance of 255.77 feet, said arc being subtended by chord bearing and distance of S 26 degrees 11 minutes 18 seconds E, 253.57 feet to a point of tangency; Thence S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 146.11 feet to the POINT OF BEGINNING of this description; Thence continue S 39 degrees 12 minutes 31 seconds E along said Southwesterly right-of-way a distance of 592.10 feet to a point of curvature of a curve concave Southwesterly having a radius of 253.90 feet; Thence Southeasterly along and around the arc of said curve through a central angle of 08 degrees 56 minutes 26 seconds, an arc distance of 39.62 feet, said arc being subtended by a chord bearing and distance of S 34 degree 53 minutes 27 seconds E, 39.58 feet to a point on the Northerly right-of-way line of Canal Boulevard, a variable width right of way as now established (see Privett-Niles & Associates, Inc. Map number 504-007D, dated 01/22/99 for methodology for establishing right-of-way); Thence S 88 degrees 07 minutes 18 seconds W along said Northerly right-of-way a distance of 236.18 feet; Thence S 01 degrees 22 minutes 48 seconds E, a distance of 52.14 feet to the Southerly right-of-way line of said Canal Boulevard; Thence N 88 degrees 40 minutes 52 seconds E along said Southerly right-of-way line of Canal Boulevard a distance of 258.65 feet to a point on a curve concave Southwesterly having a radius of 253.90 feet, said point being on the said Southwesterly right-of-way of County Road 210; Thence Southeasterly along and around the arc of said curve through a central angle of 15 degrees 28 minutes 58 seconds, an arc distance of 68.61 feet, said arc being subtended by a chord bearing and distance of S 09 degrees 21 minutes 50 seconds E, 68.40 feet to a point of tangency; Thence S 02 degrees 05 minutes 28 seconds E along said Southwesterly right -of-way of County Road 210 a distance of 344.54 feet to the POINT OF BEGINNING of this description; Thence continue S 02 degrees 05 minutes 28 seconds E, a distance of 50.54 feet; Thence S 01 degrees 32 minutes 13 seconds E along said Southwesterly right-of-way of County Road 210 a distance of 122.71 feet; Thence S 81 degrees 52 minutes 47 seconds W, departing said Southwesterly right-of-way of County Road 210 a distance of 17.11 feet; Thence N 01 degrees 32 minutes 13 seconds W, a distance of 124.42 feet; Thence N 02 degrees 05 minutes 28 seconds W, a distance of 48.83 feet; Thence N 81 degrees 53 minutes 30 seconds E, a distance of 17.09 feet to a point on the Southwesterly right-of-way line of said County Road 210 and the POINT OF BEGINNING. Containing 0.07 acres more or less.