

RESOLUTION NO. 2000- 42

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A PURCHASE AND SALE AGREEMENT AND ACCEPTING AN EASEMENT AND DEED OF DEDICATION RIGHT-OF-WAY FOR THE ACQUISITION OF PROPERTY FOR THE CONSTRUCTION OF THE HOLMES BOULEVARD EXTENSION.

RECITALS

WHEREAS, the owners of certain properties located on Holmes Boulevard have presented to the County the Purchase and Sale Agreement in substantially the form attached hereto as Exhibit "A", an Easement attached hereto as Exhibit "B" and Deed of Dedication Right-of-Way attached hereto as Exhibit "C", all incorporated by reference and made a part hereof, agreeing to convey to the County portions of their property for the construction of the Holmes Boulevard Extension; and

WHEREAS, the acquisition of right-of-way is needed to complete the construction of a two lane minor collector from State Road No. 207 to State Road No. 16; and

WHEREAS, the necessary road improvements are in the best interest of the public and includes an addition of a sidewalk and bike lane.

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

1. The Board hereby approves the Purchase and Sale Agreement and authorizes the County Administrator to execute said Agreement and take action to close and complete the purchase upon compliance with Florida Statute 125.355.
2. The Board hereby accepts the Easement and Deed of Dedication Right-of-Way.
3. The Clerk is instructed to file the original Purchase and Sale Agreement and record the original Easement and Deed of Dedication Right-of-Way in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 11th day of April, 2000.

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

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2000, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Buyer") and **MATTHEW L. ORTAGUS**, whose address is P. O. Box 1360, St. Augustine, Florida 32085 ("Seller").

WITNESSETH:

WHEREAS, the County 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 acquisition of the additional right-of-way required for the Holmes Boulevard Extension Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$25,000.00, 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) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within fifteen (15) days of Commission Approval (hereinafter defined)	\$2,500.00
(ii) Cash to Close	Closing Day	\$22,500.00
TOTAL PURCHASE PRICE		\$25,000.00

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 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect 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 and receiving a return of the Deposit.

3. Identity and Obligation of Escrow Agent.

(a) Southern Title of Central Florida, 3950 A1A South Suite E, St. Augustine, Florida 32084, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

4. 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 the Escrow Agent, Southern Title of Central Florida, 3950 A1A South Suite E, St. Augustine, Florida 32084, on or before 60 days ("Closing Date"), TIME BEING OF THE ESSENCE.

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

6. 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.

7. 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 Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(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 reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

18. 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.

19. 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: Matthew L. Ortagus
P. O. Box 1360
St. Augustine, Florida 32085

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

Escrow Agent: Southern Title of Central Florida
3950 A1A South Suite E
St. Augustine, Florida 32084

20. 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.

21. 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.

22. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

23. 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.

24. Vesting Determination. This Agreement is contingent upon the ability for Seller to obtain vested rights for the use of the remaining parcel of land after the acquisition of the right-of-way. (see letters attached hereto as Exhibit "B")

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:

Witness Name _____

Matthew L. Ortagus

Witness Name _____

Deposit received by _____, (Escrow Agent), which the Escrow agent agrees to return in accordance with the terms and conditions of the within Agreement.

ESCROW AGENT

By: Southern Title of Central Florida
Name: _____
Title: _____
Date: _____

Exhibit "A" to Purchase and Sale Agreement

PARCEL D

A PART OF THE EMBARA GRANT, SECTION 42, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 42, THENCE SOUTH 20°10'45" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 42, A DISTANCE OF 1307.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 20°10'45" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1112.60 FEET; THENCE SOUTH 68°10'53" WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1391, PAGE 1782, PARCEL V, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 92.63 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 1472.00 FEET; THENCE NORTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 13°47'44" WEST AND A CHORD DISTANCE OF 324.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°27'32" WEST A DISTANCE OF 11.98 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1392.00 FEET; THENCE NORTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 12°58'51" WEST AND A CHORD DISTANCE OF 267.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°30'01" WEST A DISTANCE 330.48 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1597.00 FEET; THENCE NORTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 21°48'37" WEST AND A CHORD DISTANCE 184.41 FEET TO A POINT ON SAID CURVE; THENCE NORTH 68°10'53" EAST, ALONG THE NORTHERLY LINE OF THOSE AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS 1391, PAGE 1782, PARCEL V, A DISTANCE OF 15.86 FEET TO THE POINT OF BEGINNING. CONTAINING 0.97 ACRES, MORE OR LESS.

Blackstar Corporation

PO. BOX 3745
St. Augustine, Florida 32086

904-797-5363

January 24, 2000

Ms. Sonya Doerr, AICP
Principal Planner
Growth Management Services
St. Johns County
4020 Lewis Speedway

Re: Vested Rights
Lake Creation/Borrow Pit/Reclamation/Fishery Development
Property Appraisers Identification #102385 - 0000
Property Appraisers Identification #102510 - 0000
Property Appraisers Identification #102660 - 0000

Dear Ms. Doerr:

The Ortagus family initiated the above development with the acquisition of the real estate involved from 1956 through 1962. Subsequently, large machinery for the operation of the development was acquired and placed onsite from 1962 to the present. At relatively large expense, the operations of clearing, excavating, road construction have continued to this date. In addition, reclamation activities such as the replanting of vegetation and stocking and breeding of fish continue.

Article X of the St. Johns County Land Development Code provides for obtaining relief where hardship would otherwise occur. This development was established some 43 years prior to the enactment of the present Code, and, in fact, is a continuing business that utilizes the resource of the land by continually re-shaping the same until the final lake(s) are reclaimed. The application of the St. Johns County Land Development Code, in particular Articles II, IV, V, VI and Part 9.03 of IX, would result in extreme hardship to this development due to the nature of the business.

The owners respectfully request an exception under Sec. 1.03.03 that specifically vests this development from the above referenced Articles, if not finding the development is excepted entirely from the application of the Code. They understand the vesting or exception will expire upon final reclamation.

(Continued on Page 2)

Page 2
January 24, 2000
Ms. Sonya Doerr

Enclosed please find the deeds to show the acquisition of the property, photographic exhibits of clearing, excavating and reclamation from 1956, aerial photographs showing the operation of the development in February 1998 and graphic depictions of the property using County Records.

If you have any questions, please contact me.

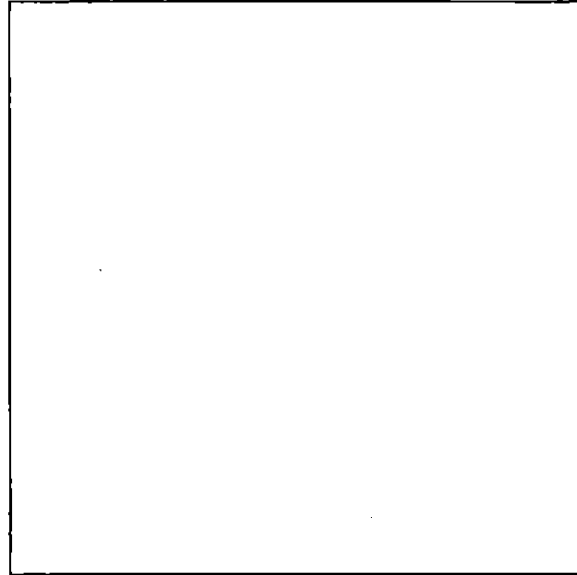
Sincerely,

EDWARD PAUCEK

Edward Paucek

Exhibit "B" to Resolution

This instrument was prepared under the supervision and direction of James P. Wilson, City Attorney, P.O. Box 210, St. Augustine, FL, 32085



EASEMENT

THIS EASEMENT, made this 28th day of February, A.D., 2000, by THE CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "Grantor," to ST. JOHNS COUNTY, FLORIDA, whose address is P.O. Drawer 349, St. Augustine, Florida, 32085-0349, hereinafter referred to as "Grantee."

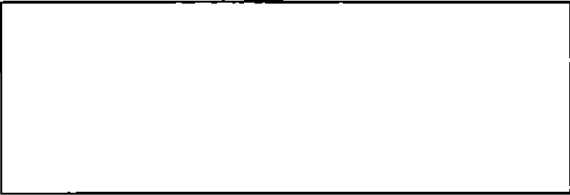
WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, its successors, legal representatives and assigns forever, a non-exclusive easement for the construction, installation and maintenance of road right-of-way and utility lines and storm drainage on, over and underneath the following described real property situated in St. Johns County, Florida, to-wit:

PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER SAID PROPERTY FOR THE PURPOSES OF MAINTAINING SAID ROAD RIGHT-OF-WAY, UTILITIES AND STORM DRAINAGE.

The undersigned Grantor hereby reserves the right to use the real property described herein for all purposes which will not interfere with the easement granted herein and further reserves the right to grant easements to other parties on, over and under said real property. This easement shall be revocable, at the option of Grantor, if the paved road and associated improvements are not constructed within five (5) years from the date hereof.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation

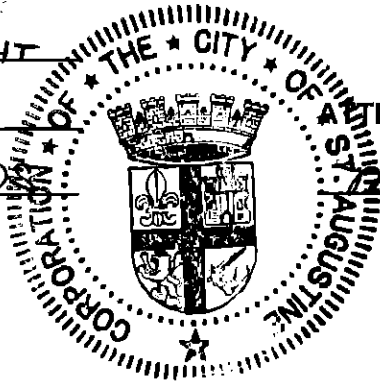
[Signature]

BY: [Signature]

Witness
Printed Name: MARK KNIGHT

Mayor-Commissioner

[Signature]



TEST: [Signature]

Witness
Printed Name: TIM SAIBO

City Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LEN WEEKS and MARTHA V. PORTER, who are personally known to me or who have produced _____ as identification and are the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in St. Johns County, State of Florida, this 28 day of FEBRUARY, A.D., 2000.

[Signature]
Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
CITY ATTORNEY

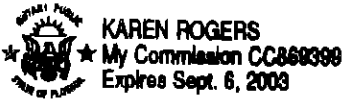


Exhibit "A"

The Westerly 75 feet of the following described parcel of land:

Being the N1/2 of Section 14, Township 7 South, Range 29 East, comprising part of Government Lot 1, part of Government Lot 2 and part of Government Lot 3 of said Section 14, excepting therefrom the East 610.22 feet of said Section 14, Township 7 South, Range 29 East.

The above property being more fully described as follows: Beginning at the intersection of the East line of the Phillip Embara Grant, Section 42, Township 7 South, Range 29 East and the North line of Section 14, Township 7 South, Range 29 East, run thence South 21 degrees 28 minutes East, 1665.2 feet along the West line of said Section 14; thence South 86 degrees 50 minutes East 1852.19 feet; thence North 0 degrees 58 minutes West and parallel to the East line of said Section 14 a distance of 1733.15 feet to the North line of said Section 14, said point being 610.3 feet Westerly from the Northeast corner of said Section 14 as measured along the North line of said Section; thence South 88 degrees 07 minutes West along the North line of said Section 14 a distance of 2430.7 feet to the point of beginning. Excepting from the above described property the South 15 feet thereof, same having been previously conveyed for road purposes.

EXHIBIT "A"

**DEED OF DEDICATION
RIGHT-OF-WAY**

THIS INDENTURE, made this 11th day of January, 2000, BETWEEN, MARY LYNNE DUPONT, formerly MARY LYNNE POWELL, conveying non-homestead property, whose address is 2125 Deer Run Road #17, St. Augustine, Florida 32095 hereinafter called Grantor, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called Grantee.

WITNESSETH: that for and in consideration of the acceptance of this Dedication by the Grantee, said Grantor does hereby give, grant, dedicate, and convey to the Grantee, its successors and assigns forever, the following described land, situate in St. Johns County, Florida, to wit:

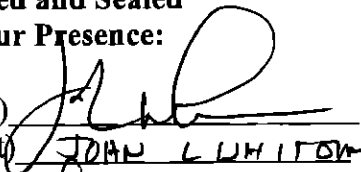
PROPERTY AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

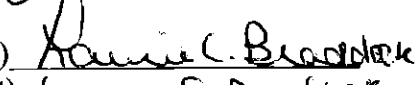
TO HAVE AND HOLD the same unto the Grantees, its successors and assigns forever, in fee simple for a public road, including therein the right to construct, maintain, and operate, either above or below the surface of the ground, electric light and power, water, sewer, and drainage lines and other public utilities. In the event said property is not used for purposes mentioned herein within a period of 36 months, said property shall revert back to the Grantor and Grantee shall execute and deliver a Quit-Claim Deed reconveying the property back to the Grantor.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed
in Our Presence:**

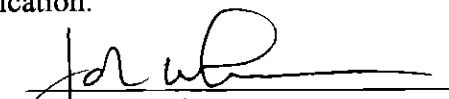
(sign) 
(print) JOHN L. WHITMAN

(sign) 
(print) Laurie C. Brackler


MARY LYNNE DUPONT

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2000, by MARY LYNNE DUPONT. She is personally known to me or has produced N/A as identification.



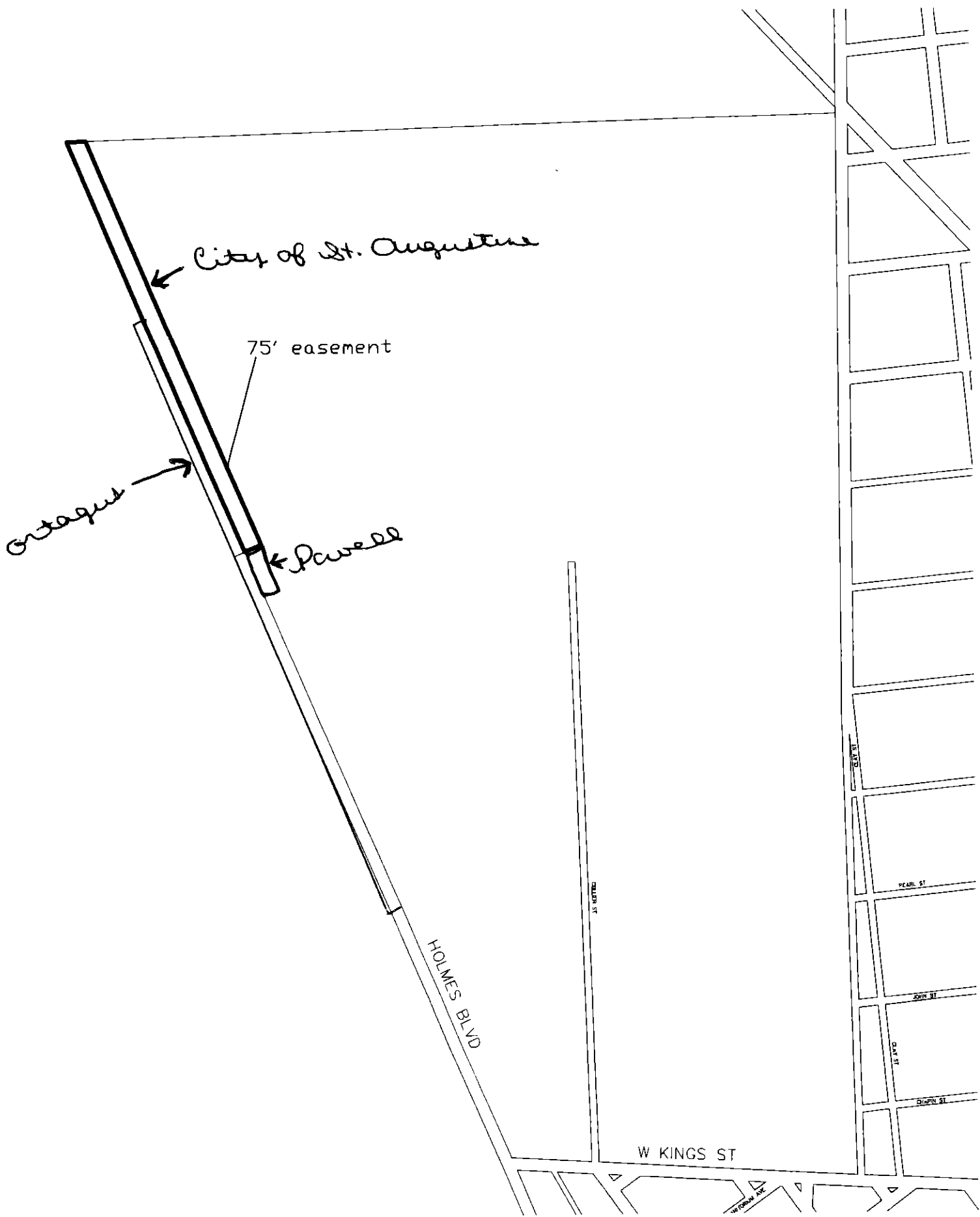
Notary Public
My Commission Expires: _____

JOHN L. WHITEMAN
Notary Public, State of Florida
My commission expires April 11, 2000
Comm. No. CC546755

EXHIBIT "A"

PARCEL E

A PART OF LOT 1, BLOCK B, LOS CAMPOS PEQUENOS AS RECORDED IN MAP BOOK 5, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 29 EAST OF SAID COUNTY; THENCE SOUTH $84^{\circ}40'45''$ EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 18.02 FEET; THENCE SOUTH $10^{\circ}28'48''$ EAST A DISTANCE OF 96.52 FEET; THENCE NORTH $20^{\circ}10'45''$ WEST, ALONG THE AFOREMENTIONED WESTERLY LINE OF SECTION 14, A DISTANCE OF 102.90 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES, MORE OR LESS.



City of St. Augustine

75' easement

Ortaquis

Pawell

HOLMES BLVD

W KINGS ST

PEARL ST

JOHN ST

15' W/O

OLYMPIA ST

15' RETIRE

15' ST

W KINGS AVE