

RESOLUTION NO. 2004- 192

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A TEMPORARY ACCESS EASEMENT FOR CONSTRUCTION OF A RIGHT OF WAY TO CYPRESS LAKES PHASE 5.**

**RECITALS**

**WHEREAS**, BDI of Ponte Vedra, Inc. is the owner of property known as Cypress Lakes Phase 5 and plans to develop and plat the property into a residential development with dedicated, public streets approved by Resolution No. 98-225 on April 30, 2004; and

**WHEREAS**, BDI of Ponte Vedra, Inc. has presented to St. Johns County and is requesting a Temporary Access Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to have access to the property for construction,; and

**WHEREAS**, when St. Johns County purchased the property in Cypress Lakes for a nine-hole expansion to the golf course Resolution No. 98-225, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, per the Contract for Purchase and Sale of Real Property in Section 3(d) St. Johns County, agreed to dedicate a public right-of-way easement of a minimum width of 60 feet for access to the Phase 5 parcel with no obligation to improve, construct or maintain such right-of-way; and

**WHEREAS**, the owner of the property will construct the road for access to his parcel and once construction is completed it will be dedicated to the County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the County Administrator to execute the Temporary Access Easement Agreement.

**Section 3.** The Clerk is instructed to record the original Temporary Access Easement Agreement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 27<sup>th</sup> day of July, 2004.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk  
By: [Signature]  
(Deputy Clerk)

RENDITION DATE 7-28-04

EXHIBIT "A" TO RESOLUTION

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

Mallory Gayle Holm, Esq.  
Mallory Gayle Holm, P.A.  
4315 Pablo Oaks Court  
Jacksonville, FL 32224

**TEMPORARY ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY ACCESS EASEMENT AGREEMENT** (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, among **ST. JOHNS COUNTY, FLORIDA, political subdivision of the State of Florida, (Grantor)**, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, and **BDI of PONTE VEDRA, INC.**, a Florida corporation ("BDI"), whose address is \_\_\_\_\_.

**RECITALS:**

- A. BDI is the owner of certain real property located in St. Johns County, Florida more particularly described on attached Exhibit A (the "BDI Property").
- B. BDI plans to develop and plat its property into a residential development with platted, dedicated, public streets.
- C. BDI has requested Grantor to convey, grant and declare an easement for temporary access, ingress, and egress over and across portions of the Grantor Property, and Grantor has agreed to convey, grant and declare such easement on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and BDI hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Definitions. In addition to the defined terms otherwise set forth in this Agreement, the capitalized terms set forth below shall have the following meanings:
  - (a) "Access Road" shall mean that roadway more particularly described on Exhibit "B" attached hereto.
  - (b) "Legal Requirements" shall mean any and all applicable federal, state, county and municipal laws, ordinances, regulations, codes, rules or orders including without limitation, requirements relating to minimum lot size, handicapped and regular parking, building setbacks, fire codes, lot coverage ratios, frontage, site plan approval, access to public right-of-way, and any other environmental protection, land use, and zoning laws and regulations.

(c) "Permittees" shall mean all persons who from time to time own or are entitled to the use and occupy any portion of the BDI Property under any lease, deed or other arrangement whereunder such person has acquired ownership or a right to the use and occupy of any portion of such lands, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

3. Easements. Subject to the terms and conditions of this Agreement, Grantor hereby conveys, grants and declares the following temporary easements for the benefit of the BDI Property (including its Permittees) as more particularly set forth below:

(a) Ingress/Egress.

(i) Easement. A non-exclusive, temporary easement for the benefit of the BDI Property (including its Permittees) for pedestrian and vehicular ingress and egress over and across the Access Road.

(ii) Construction of Access Road. A non-exclusive, temporary easement for the benefit of the BDI Property (and its Permittees) for construction of the Access Road (and connecting roads and streets) over and across the Access Road. Such easement shall include the right to enter upon the surface of any portion of the Grantor Property which is located fifteen (15) feet on either side of the Access Road to implement the foregoing rights.

(iii) Termination. The foregoing easements shall continue and shall not expire until completion of construction, platting, dedication, and acceptance by St. Johns County of the Access Road.

4. Use and Alteration. Grantor shall not construct, erect or maintain any barriers, walls, curbs, or blockades on, over or about any of the easement areas granted pursuant to paragraph 3 above (the "Easement Areas") which would materially adversely interfere with the rights granted pursuant to the foregoing easements.

5. Successors and Assigns. The easements conveyed, granted and declared herein shall be deemed to run with title to the benefitted property. This Agreement shall be binding upon and benefit the parties hereto and upon their respective heirs, personal representatives, successors in title, successors and assigns, and all other persons, parties or legal entities claiming by, through or under such parties.

6. Notices. All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given (A) when deposited in the United States mail and sent by United States first class mail, postage prepaid, addressed to the party for whom it is intended, (B) if transmitted by telecopy, when transmitted and confirmation of complete receipt is received by the transmitting party during regular business hours for the recipient (or the day after if not during the regular business hours of the recipient), (C) when received by the addressee if hand delivered, or (D) on the next day after deposit with a nationally recognized or reputable overnight delivery service. A party may designate a change of address by written notice to the other parties, given at least ten (10) days before such change of address is to become effective.

7. No Dedication. Nothing contained in this Agreement shall be deemed to constitute a dedication of the Grantor Property, or any portion or portions thereof, to any governmental body or agency or to the general public, or construed to create any rights in or for the benefit of any persons other than the parties hereto and their Permittees, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed.

8. Effect of Invalidation. If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision shall not affect the validity of the remaining provisions hereof.

9. No Existing Mortgagee. Grantor represents and warrants that no mortgage currently encumbers the Grantor Property.

10. Governing Law. This Agreement shall be governed by and interpreted and construed under the laws of the State of Florida.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Grantor and BDI concerning the subject matter hereof, and any oral agreements or understandings are hereby merged into this Agreement. This Agreement may not be modified or amended except in writing by a document in recordable form, signed by the party bound thereby and against whom enforcement of such modification or amendment would be sought.

12. Venue. In the event any legal or equitable action is brought for the enforcement or interpretation of this Agreement, the venue for such action shall be in St. Johns County, Florida. Each party hereto hereby consents to such venue and waives any right to object thereto for any reason whatsoever.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement for the purposes stated herein as of the date first above written.

**GRANTOR:**

St. Johns County

By: \_\_\_\_\_  
Name: Karen R. Stern  
Title: Chair

**BDI:**

BDI of Ponte Vedra, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I, the undersigned, a Notary Public, do hereby certify that Karen R. Stern, the Chair of The Board of County Commissioners of St. Johns County, Florida personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. He/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2004.

[NOTARIAL SEAL]

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

I, the undersigned, a Notary Public, do hereby certify that \_\_\_\_\_, the \_\_\_\_  
President of BDI of Ponte Vedra, Inc., a Florida corporation personally appeared before me this  
day and acknowledged the due execution of the foregoing instrument on behalf of the company.  
He/she is personally known to me or produced a driver's license as identification.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

[NOTARIAL SEAL]

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Exhibit "A"

A PORTION OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST; THENCE SOUTH 01 DEGREES 23 MINUTES 54 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID SECTION 16, 2616.61 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 59 SECONDS EAST, 341.04 FEET; THENCE SOUTH 05 DEGREES 53 MINUTES 15 SECONDS EAST, 1973.97 FEET; THENCE SOUTH 73 DEGREES 05 MINUTES 19 SECONDS EAST, 189.43 FEET; THENCE SOUTH 03 DEGREES 47 MINUTES 39 SECONDS EAST, 561.17 FEET; THENCE SOUTH 15 DEGREES 38 MINUTES 51 SECONDS EAST, 1272.54 FEET; THENCE SOUTH 23 DEGREES 18 MINUTES 07 SECONDS EAST, 700.55 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, 985.55 FEET; THENCE SOUTH 58 DEGREES 07 MINUTES 59 SECONDS WEST, 1521.63 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS; THENCE SOUTH 01 DEGREES 09 MINUTES 19 SECONDS EAST, 1671.24 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 58 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SECTION 21 OF SAID TOWNSHIP 8 SOUTH, RANGE 29 EAST, 517.14 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 35 SECONDS WEST 1762.10 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 05 SECONDS EAST, 49.89 FEET; THENCE NORTH 15 DEGREES 29 MINUTES 39 SECONDS WEST, 585.87 FEET; THENCE NORTH 71 DEGREES 23 MINUTES 37 SECONDS EAST, 10.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE

LEFT HAVING A RADIUS OF 400 FEET, PASSING THROUGH A CENTRAL ANGLE OF 61 DEGREES 13 MINUTES 40 SECONDS, SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 49 DEGREES 13 MINUTES 15 SECONDS EAST, 407.40 FEET; AN ARC LENGTH OF 427.45 FEET TO A POINT OF TANGENCY; THENCE SOUTH 79 DEGREES 50 MINUTES 05 SECONDS EAST, 691.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 631.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 21 DEGREES 45 MINUTES 54 SECONDS SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 89 DEGREES 16 MINUTES 58 SECONDS EAST 238.26 FEET, AN ARC LENGTH OF 239.7 FEET; THENCE SOUTH 01 DEGREES 09 MINUTES 19 SECONDS EAST 136.68 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

A portion of Section 21, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the common corner of Sections 9, 10, 15 and 16, Township 8 South, Range 29 East, St. Johns County, Florida, said point being occupied by a 4 inch by 4 inch found concrete monument stamped PLS 894; thence South  $01^{\circ}23'54''$  East, along the Easterly line of said Section 16 and Westerly line of said Section 15, a distance of 5,278.15 feet to the common corner of said Sections 15, 16, 21 and 22, Township 8 South, Range 29 East, St. Johns County, Florida; thence North  $68^{\circ}13'01''$  East, along the Southerly line of said Section 15 and the Northerly line of said Section 21, a distance of 715.25 feet to a point on the Easterly boundary of land described in Official Records Volume 727, Page 1440, and Official Records Volume 757, Page 1434, and being also the Easterly boundary of a strip of land (40 feet in width) as described in Official Records Volume 1294, Page 1390, all as recorded in the Public Records of St. Johns County, Florida; thence South  $15^{\circ}38'51''$  East, along said Easterly boundary, a distance of 102.99 feet; thence South  $74^{\circ}21'09''$  West, a distance of 40.00 feet to a point on the Westerly boundary of said land as described in Official Records Volume 1294, Page 1390; thence South  $15^{\circ}38'51''$  East, along said Westerly boundary, a distance of 1,105.27 feet; thence South  $23^{\circ}18'07''$  East, continuing along said Westerly boundary, a distance of 275.86 feet; thence South  $68^{\circ}41'53''$  West, a distance of 140.00 feet; thence South  $23^{\circ}18'07''$  East, a distance of 19.10 feet to a point of curvature of a curve concave Northwesterly and having a radius of 300.00 feet; thence along the arc of said curve to the right, through a central angle of  $101^{\circ}06'23''$ , an arc distance of 629.59 feet, said curve being subtended by a chord bearing and distance of South  $27^{\circ}15'06''$  West, 463.33 feet to a point of tangency; thence South  $77^{\circ}48'16''$  West, a distance of 53.16 feet to a point of curvature of a curve concave Southeastly and having a radius of 321.06 feet; thence along the arc of said curve to the left, through a central angle of  $28^{\circ}06'33''$ , an arc distance of 157.51 feet, said curve being subtended by a chord bearing and distance of South  $63^{\circ}45'00''$  West, 155.94 feet; thence South  $50^{\circ}10'23''$  East, a distance of 125.00 feet; thence South  $61^{\circ}14'16''$  West, a distance of 59.08 feet; thence South  $12^{\circ}40'39''$  West, a distance of 320.36 feet; thence South  $41^{\circ}28'50''$  West, a distance of 280.95 feet; thence South  $77^{\circ}29'31''$  West, a distance of 196.04 feet; thence South  $84^{\circ}21'50''$  West, a distance of 576.59 feet; thence South  $74^{\circ}30'21''$  West, a distance of 340.00 feet; thence North  $68^{\circ}27'29''$  West, a distance of 240.00 feet to the POINT OF BEGINNING of the herein described parcel; thence South  $21^{\circ}32'31''$  West, a distance of 119.43 feet to a point of curvature of a curve concave Easterly and having a radius of 725.00 feet; thence Southerly along the arc of said curve to the left, through a central angle of  $36^{\circ}36'31''$ , an arc distance of 467.45 feet, said curve being subtended by a chord bearing and distance of South  $03^{\circ}04'16''$  West, 459.40 feet to the end of said curve and a Point of Curve of a curve concave Northerly and having a radius of 400.00 feet; thence Northwesterly along the arc of said curve to the right, through a central angle of  $11^{\circ}59'17''$ , an arc distance of 83.69 feet, said curve being subtended by a chord bearing and distance of North  $59^{\circ}03'22''$  West, 83.54 feet to the end of said curve and the beginning of a curve concave Easterly having a radius of 785.00; thence Northerly along the arc of said curve to the right, through a central angle of  $12^{\circ}31'34''$ , an arc distance 445.64 feet, said curve being subtended by a chord bearing and distance of North  $05^{\circ}16'44''$  East, 439.68 feet to a point of tangency; thence North  $21^{\circ}32'31''$  East, a distance of 119.43 feet to the POINT OF BEGINNING.

Containing 0.7956 acre, more or less.



WEIR  
CREST EL. = 41.30  
WEIR LENGTH = 8.0 FT.

LAKE J  
NWL=41.30  
TOB=43.5  
5 YR HWL= 42.09  
10YR HWL= 42.28  
25YR HWL= 42.48

LAKE I  
NWL=41.30  
TOB=43.5  
5 YR HWL= 42.09  
10YR HWL= 42.28  
25YR HWL= 42.48

BASIN I  
DA=18.01  
CN=75.94  
TC=20 MIN

BASIN J  
DA=28.79 AC  
CN=75.94  
TC=20 MIN

LAKE J  
NWL=39.5  
TOB=43.5  
5 YR HWL= 41.67  
10YR HWL= 42.16  
25YR HWL= 42.48

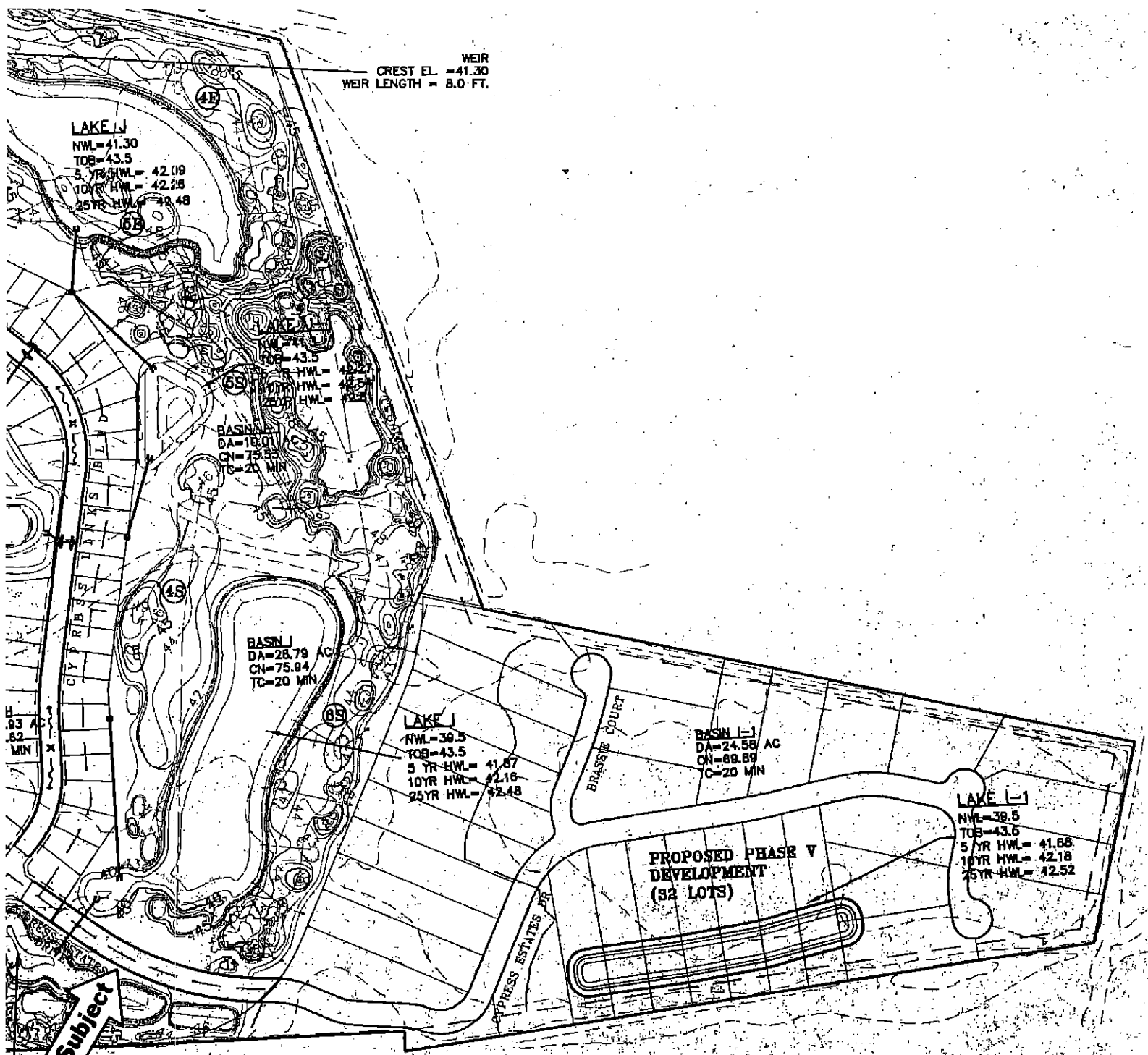
BASIN I-1  
DA=24.58 AC  
CN=89.69  
TC=20 MIN

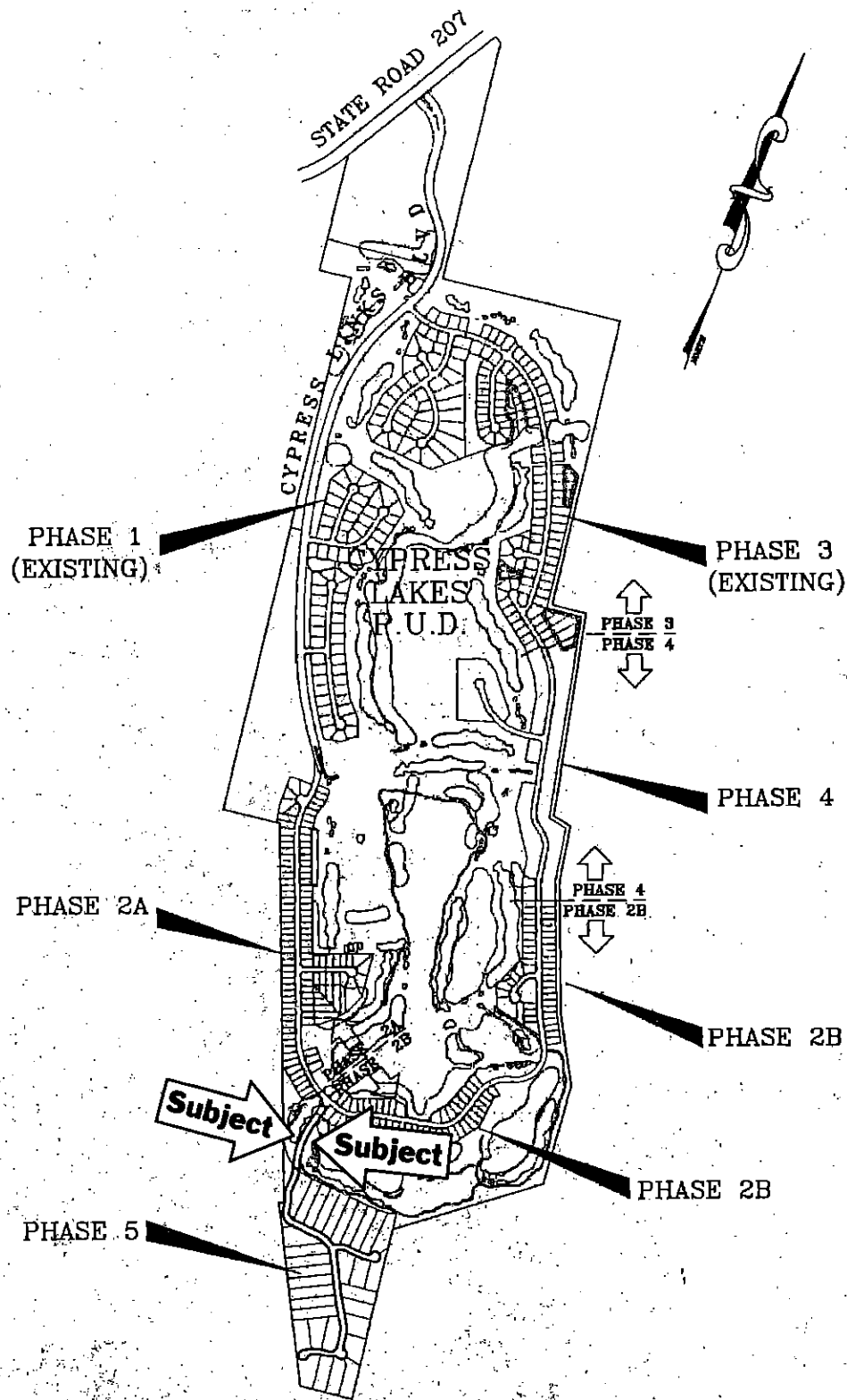
LAKE I-1  
NWL=39.5  
TOB=43.5  
5 YR HWL= 41.68  
10YR HWL= 42.18  
25YR HWL= 42.52

PROPOSED PHASE V  
DEVELOPMENT  
(32 LOTS)

Subject

LAKE  
NWL=38.5  
TOB=43.5  
5 YR HWL= 41.88  
10YR HWL= 42.15  
25YR HWL= 42.45





LOCATION MAP  
NOT TO SCALE

EXHIBIT "B" TO RESOLUTION

RESOLUTION NO. 98-225

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A CERTAIN PURCHASE AND SALE CONTRACT FOR THE ACQUISITION OF PROPERTY FOR THE NINE-HOLE EXPANSION TO THE CYPRESS LAKES GOLF COURSE.**

WHEREAS, the owner of certain property adjacent to the Cypress Lakes Golf Course has executed and presented to the County the Purchase and Sale Contract in substantially the form attached hereto as Exhibit "A", incorporated by reference and made a part hereof, agreeing to sell fifty-seven and one half (57 ½) acres of his property for the nine-hole expansion to the Golf Course; and

WHEREAS, it is in the public interest and there is a demand from the public for this Golf Course expansion project.

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

Section 1. The Board hereby approves the Purchase and Sale Contract in substantially the form attached hereto and authorizes the County Administrator to execute said Contract.

Section 2. The Clerk is instructed to file the original Purchase and Sale Contract and mail executed copies of this Resolution and the Contract to Mr. John D. Bailey, Esq., c/o Upchurch, Bailey & Upchurch, P.A., P. O. Drawer 3007, St. Augustine, FL 32085-3007.

Section 3. The County Administrator is authorized to take action to close this Contract and complete the purchase upon compliance with all terms of the Contract.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA this 15 day of December, 1998.**

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

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia De Grande  
Deputy Clerk

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**  
**("Contract")**

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made and entered into by and between WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, whose address is 505 Lancaster Street, Unit #8 A & B, Jacksonville, Florida 32204 ("Seller") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Buyer").

For and in consideration of the promises, covenants, understandings and agreements set forth below, the parties agree as follows:

1. **Sale and Purchase.** Buyer shall purchase from Seller, and Seller agrees to sell, the following described Property situated in St. Johns County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF, TOGETHER WITH ALL OF SELLER'S RIGHT, TITLE AND INTEREST IN ALL MINERALS, EASEMENTS, RIGHTS-OF-WAY, LICENSES, PRIVILEGES AND DEVELOPMENT RIGHTS, INCLUDING ALL SELLER'S RIGHTS UNDER ANY EXISTING COVENANTS AND RESTRICTIONS AND ALL TENEMENTS AND APPURTENANCES BELONGING TO, APPERTAINING OR BENEFITTING THE REAL PROPERTY (COLLECTIVELY, THE "PROPERTY").**

54.1879  
**THE PROPERTY CONSISTS OF ~~57.3983~~ ACRES, AS SHOWN ON THE SURVEY PREPARED BY RICHARD A. MILLER & ASSOCIATES, INC. DATED ~~NOVEMBER 13, 1998.~~**

*December 18,*

2. **Purchase Price.** Buyer shall pay Seller for the Property, the total of Eighteen Thousand Dollars and No/100's (\$18,000.00) per gross acre resulting in a total purchase price of \$1,033,169.40 (57.3983 x \$18,000.00) payable in United States Dollars in the form of cash or certified funds. 54.1879

*Buyer*  
\$975,382.20

The total Purchase Price shall be payable as follows:

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**  
**("Contract")**

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made and entered into by and between WILLIAM H. HALL and CALVIN H. HUDSON and ELLEN L. HUDSON, his wife, whose address is 505 Lancaster Street, Unit #8 A & B, Jacksonville, Florida 32204 ("Seller") and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Buyer").

For and in consideration of the promises, covenants, understandings and agreements set forth below, the parties agree as follows:

1. Sale and Purchase. Buyer shall purchase from Seller, and Seller agrees to sell, the following described Property situated in St. Johns County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF, TOGETHER WITH ALL OF SELLER'S RIGHT, TITLE AND INTEREST IN ALL MINERALS, EASEMENTS, RIGHTS-OF-WAY, LICENSES, PRIVILEGES AND DEVELOPMENT RIGHTS, INCLUDING ALL SELLER'S RIGHTS UNDER ANY EXISTING COVENANTS AND RESTRICTIONS AND ALL TENEMENTS AND APPURTENANCES BELONGING TO, APPERTAINING OR BENEFITTING THE REAL PROPERTY (COLLECTIVELY, THE "PROPERTY").**

54.1879  
THE PROPERTY CONSISTS OF ~~57.3983~~ ACRES, AS SHOWN  
ON THE SURVEY PREPARED BY RICHARD A. MILLER &  
ASSOCIATES, INC. DATED ~~NOVEMBER 13, 1998.~~  
December 18,

2. Purchase Price. Buyer shall pay Seller for the Property, the total of Eighteen Thousand Dollars and No/100's (\$18,000.00) per gross acre resulting in a total purchase price of \$1,039,169.40 (~~57.3983~~ x \$18,000.00) payable in United States Dollars in the form of cash or certified funds. 54.1879  
\$975,382.20

The total Purchase Price shall be payable as follows:

(a) An earnest money deposit of Ten Thousand Dollars and No/100's (\$10,000.00) (the "Deposit") shall be paid to Seller within one (1) day after the execution of this Contract by Buyer.

(b) The balance of the Purchase Price shall be payable to Seller at Closing in the form of cash or certified funds.

### 3. Special Terms.

(a) Investigation Period. Buyer and its authorized representatives shall have the right for a period of time commencing on the Effective Date and ending at 5:00 p.m., on the eighteenth (18<sup>th</sup>) day of December, 1998 (the "Investigation Period") to enter upon the Property for the purpose of conducting surveys, soil borings, percolation tests, engineering and topographical studies, environmental audits, investigating the zoning and land use restrictions applicable to the Property, determine the feasibility of the Intended Improvements contemplated by Buyer, evaluate the proposed use of the Property, pursue financing and conduct any other studies or tests deemed necessary by Buyer. Buyer agrees to leave the Property in the same condition as existed prior to such inspections. Any entry to the Property by Buyer shall be at Buyer's sole risk and at Buyer's sole expense. Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. To the extent allowed by Florida law, Buyer hereby agrees to indemnify Seller and to hold Seller harmless from and against any damages, claims, liabilities, expenses and other losses including, without limitation, reasonable attorneys' fees and court costs, which may be claimed against or incurred by Seller or its agents arising out of: (i) physical damage to the Property or injury to persons or Property caused by Buyer's, or its agent's or Contractor's investigation of the Property; and (ii) Buyer's exercise of its rights under this paragraph. This provision shall survive termination of this Contract and Closing of this transaction.

(b) Buyer's Right to Terminate. If the results of Buyer's investigations are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, Buyer may terminate this Contract prior to the end of the Investigation Period by delivery of written notice to Seller, whereupon the Deposit shall be refunded to Buyer and each party shall be released of all liability and obligations under this Contract. Buyer shall notify Seller as soon as possible, but not later than the end of the Investigation Period, of its decision to accept the Property or terminate the Contract. If Buyer fails to terminate this Contract prior to the expiration of the Investigation Period, Buyer shall be deemed to have waived any objections to the title commitment delivered pursuant to paragraph 4, the survey obtained by Buyer under paragraph 13, and the condition of the Property and Buyer shall be deemed to have accepted the Property in its "as is" condition. The Deposit shall be non-refundable and the parties shall be committed to close, subject only to the provisions of paragraphs 11, 14 and 17 regarding conditions precedent, risk of loss and condemnation.

(c) Delivery of Documents by Buyer. If the transaction does not close for any reason, the Buyer will deliver copies of all documents, reports and other information and data obtained by Buyer during the Investigation Period to Seller at no cost to Seller. Delivery of such documents and information is a condition precedent to any refund of the Deposit to which Buyer may be entitled.

(d) Dedicated Access to Thirty-two (32) Acre Parcel. The Buyer shall dedicate a public right-of-way easement of a minimum width of sixty feet (60'), running southerly from the present terminus of Cypress Links Boulevard to the thirty-two (32) acre parcel which abuts the Property on the south providing for future vehicular access and utilities to said thirty-two (32) acre parcel, on condition that: (1) the Buyer acquires fee simple title to necessary underlying real property, as to which action the Buyer makes no commitment other than to make a reasonable and good faith effort to acquire fee simple title to said underlying real property prior to December 31, 1999, but such effort shall not be interpreted as including exercise of its eminent domain powers; and on further condition that (2) applicable County ordinances and related development plans providing for such right-of-way are approved in accordance with State law and County ordinances and in public hearings or meetings as may be required by law, as to which action the Buyer also makes no commitment to exercise its legislative or police powers approved such ordinances or development plans. This limited and contingent commitment of the Buyer to dedicate a public right-of-way does not include any obligation of the County to improve, construct or maintain such right-of-way or provide for utility changes or extensions related to said right-of-way or adjoining properties.

(e) 1031 Like-Kind Exchange. Buyer acknowledges that Seller is entering into this Agreement with the intent to effect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1997, as amended (the "Code") and that Seller may assign all its rights in this Agreement to a Qualified Intermediary or Escrow Agent for the purpose of effecting such like-kind exchange. Buyer agrees to consent to such assignment. However, no such assignment shall relieve Seller from its rights and liabilities under this Agreement.

4. Evidence of Title. Within three (3) days after the Effective Date, the Seller shall obtain a commitment for title insurance in the amount of the total Purchase Price issued by Attorneys' Title Insurance Fund, Inc., or Commonwealth Land Title Insurance Company insuring the title to the Property to be good and marketable and free and clear of all defects except those specifically mentioned in paragraph 5 below and except for liens, encumbrances and qualifications to be discharged or otherwise eliminated by Seller on or before Closing (the "Permitted Exceptions"). Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law.

Buyer shall have two (2) days from receipt of the title insurance commitment to examine the title insurance commitment and notify Seller in writing that Buyer objects to the title

for the reasons specified hereinafter. If Buyer notifies Seller that the title to the Property is defective or unmarketable, or if the Property is subject to liens, exceptions or encumbrances, other than the Permitted Exceptions, the Seller shall have five (5) days within which to cure the designated defects in the title that render same defective or unmarketable in the opinion of Buyer or its attorney. However, Seller is not obligated to cure any of the designated defects, except liens and encumbrances, which can be satisfied from Seller's gross proceeds at closing. If any of such designated defects, other than those that will be satisfied at Closing, remain uncured at the end of the applicable cure period, Buyer may accept the title in its existing condition and close not later than the Closing Date or, elect to terminate this Contract prior to the expiration of the Investigation Period and demand a refund of the Deposit, whereupon the Deposit shall be immediately refunded to Buyer, and each party shall be released of all liability and obligations under this Contract.

5. Conveyance of Title. Conveyance of title shall be by General Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature, except the following:

- (a) Taxes accruing subsequent to the date of Closing.
- (b) Covenants, restrictions and easements of record to which Buyer has not objected or to which Buyer has waived its objection.
- (c) Applicable zoning and other governmental regulations.
- (d) Any matters shown by the current boundary survey obtained by Seller, to which Buyer has not objected or to which Buyer has waived its objection.

6. Costs. Seller will pay the cost of recording any documents necessary to convey title free and clear of all encumbrances, except the Permitted Exceptions and the cost of an owner's policy of title insurance. Seller and Buyer shall each pay one-third (<sup>half, 1/2</sup> ~~1/3~~) of the cost of the survey, such one-third (<sup>half, 1/2</sup> ~~1/3~~) share not to exceed \$4,000.00 (~~the remaining 1/3 shall be paid by Stokes and Company~~). Buyer shall pay all other costs of closing the transaction, including without limitation, the cost of placing documentary stamps on the Warranty Deed and the cost of a mortgagee title insurance policy. Each party shall pay their own attorneys' fees. *Deub*

7. Date and Place of Closing. The Closing ("Closing"), unless otherwise provided herein, shall be held on or before December 30, 1998, at the offices of Upchurch, Bailey and Upchurch, P.A., 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084.



for the reasons specified hereinafter. If Buyer notifies Seller that the title to the Property is defective or unmarketable, or if the Property is subject to liens, exceptions or encumbrances, other than the Permitted Exceptions, the Seller shall have five (5) days within which to cure the designated defects in the title that render same defective or unmarketable in the opinion of Buyer or its attorney. However, Seller is not obligated to cure any of the designated defects, except liens and encumbrances, which can be satisfied from Seller's gross proceeds at closing. If any of such designated defects, other than those that will be satisfied at Closing, remain uncured at the end of the applicable cure period, Buyer may accept the title in its existing condition and close not later than the Closing Date or, elect to terminate this Contract prior to the expiration of the Investigation Period and demand a refund of the Deposit, whereupon the Deposit shall be immediately refunded to Buyer, and each party shall be released of all liability and obligations under this Contract.

5. Conveyance of Title. Conveyance of title shall be by General Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature, except the following:

- (a) Taxes accruing subsequent to the date of Closing.
- (b) Covenants, restrictions and easements of record to which Buyer has not objected or to which Buyer has waived its objection.
- (c) Applicable zoning and other governmental regulations.
- (d) Any matters shown by the current boundary survey obtained by Seller, to which Buyer has not objected or to which Buyer has waived its objection.

6. Costs. Seller will pay the cost of recording any documents necessary to convey title free and clear of all encumbrances, except the Permitted Exceptions and the cost of an owner's policy of title insurance. Seller and Buyer shall each pay one-third (1/3) of the cost of the survey, such one-third (1/3) shall not to exceed \$4,000.00 (the remaining 1/3 shall be paid by Stokes and Company). Buyer shall pay all other costs of closing the transaction, including without limitation, the cost of placing documentary stamps on the Warranty Deed and the cost of a mortgagee title insurance policy. Each party shall pay their own attorneys' fees.

*Blair*  
*CM*  
*WA*  
*ell*

7. Date and Place of Closing. The Closing ("Closing"), unless otherwise provided herein, shall be held on or before December 30, 1998, at the offices of Upchurch, Bailey and Upchurch, P.A., 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084.

8. Closing Documents.

(a) At Closing, Seller shall deliver to Buyer:

- (1) A General Warranty Deed conveying the Property subject only to the Permitted Exceptions;
- (2) A standard form Owner's Affidavit attesting that there have been no improvements to the Property within the period of ninety (90) days immediately preceding the Closing which have not been fully paid for;
- (3) A Non-Foreign Certificate, meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (4) A marked down title insurance commitment, deleting the GAP and standard exceptions;
- (5) Evidence satisfactory to Buyer and the title insurance company that the person executing the Closing documents on behalf of the Seller has full right, power and authority to do so; and
- (6) Such other documents as may be reasonably required to consummate the transaction in accordance with this Contract.

(b) At Closing, Buyer shall deliver to Seller:

- (1) Cash or certified funds for the balance of the total Purchase Price;
- (2) Evidence satisfactory to Seller and the title insurance company that the person executing the Closing documents on behalf of the Buyer has full right, power and authority to do so;
- (3) Such other documents as shall be reasonably required to consummate the transaction in accordance with the Contract; and

9. Seller's Representations and Warranties. Seller represents and warrants to Buyer, that as of the Effective Date and as of the Closing Date, the following are and will be true and correct:

(a) Seller, is not a "foreign person" as that term is used and defined in the Internal Revenue Code, Section 1445, and on or before Closing, Seller agrees to execute and deliver to the Buyer a non-foreign affidavit to such effect in form and content acceptable to Buyer.

(b) That, to the best of Seller's knowledge, no toxic or hazardous wastes or substances are or were stored, treated or disposed of or are otherwise deposited on or under the surface of the Property, except as stated in paragraph 3.

(c) The party executing this Contract on behalf of Seller has full right, title and authority to execute this Contract and to deliver any and all documents required to consummate the transaction contemplated under this Contract.

(d) Seller has not received any notice indicating non compliance with any applicable zoning, building, land use, fire, health, environmental or other regulatory ordinance, law or order of any federal, state or local government or agency affecting the Property.

(e) Neither the execution and delivery of this Contract nor consummation of the transaction contemplated hereby, will result in any breach or default by Seller under any agreement or understanding to which Seller is a party or by which Seller may be bound or which would have an affect on Seller's ability to perform its obligations under this Contract.

Except as stated above, Seller makes no representations or warranties pertaining to the Property. The Property and all improvements are being sold and accepted in their "as is" condition and, except as expressly set forth above, or in the documents to be delivered at Closing, Seller hereby expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality or condition of the Property including, without limitation, any warranty provided for under Florida statutory or common law. Buyer acknowledges and agrees that Buyer has relied on its own investigation of the Property and improvements, agrees to accept the Property and improvements in "as is" condition and to waive any and all warranties relating thereto.

10. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that, as of the Effective Date and as of the Closing Date, the following are and will be true and correct:

(a) Buyer has the right, power and authority to execute, deliver and perform this Contract without obtaining any consents or approvals from any third parties. This Contract, when executed and delivered by both Buyer and Seller, will constitute a valid and legally binding obligation of Buyer.

(b) Neither the execution and delivery of this Contract nor consummation of the transaction contemplated hereby, will result in any breach or default by Buyer under any agreement or understanding to which Buyer is a party or by which Buyer may be bound or which would have an affect upon Buyer's ability to fully perform its obligations under this Contract.

(c) The party executing this Contract on behalf of Buyer has full right, title and authority to execute this Agreement and to deliver any and all documents required to consummate the transaction contemplated hereby.

(d) Buyer has the financial resources to purchase the Property in accordance with the terms of this Contract.

11. Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to close the purchase and sale of the Property pursuant to this Contract is contingent upon:

(a) All representations and warranties of Seller being true and correct as of the Closing; and

(b) Seller having complied with all its obligations under this Contract.

If the above conditions precedent have not being satisfied as of the Closing Buyer, by written notice to the Seller, may elect to close on the Closing Date or terminate the Contract, whereupon the Deposit shall be refunded to Buyer and each party shall be released of all further liabilities and obligations under this Contract. This right is in addition to any the Buyer may have under paragraph 20, in the event of Seller default.

12. Prorations and Assessment Liens. All adjustments of taxes, liens, insurance premiums, interests, rents or other items on said Property are to be made on a pro rata basis as of the specified time or date of Closing. Seller shall pay all certified, confirmed and ratified special assessment liens which exist against the Property as of Closing. Taxes will be subject to re-proration upon receipt of the tax bill for the year of closing.

13. Survey. Buyer shall obtain a current certified survey of the Property prior to the expiration of the Investigation Period. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, Buyer may notify Seller of such defects prior to the expiration of the Investigation Period and such defects shall constitute a title defect for purposes of paragraph 4.

14. Risk of Loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller. In the event any loss or damage occurs to the Property between the date hereof and Closing, and the cost of restoration does not exceed five percent (5%) of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and the Closing shall proceed pursuant to this Contract, with cost of restoration to be escrowed at Closing. If the cost of restoration exceeds five percent (5%) of the assessed valuation of the improvements so damaged, Seller may repair the damage or escrow the cost of restoration at Closing, in which case the Closing shall proceed as provided in paragraph 7. If Seller elects not to repair the damage or escrow the cost of restoration at Closing, Buyer shall have the option of (1) accepting the Property "as is", together with any and all amounts recovered or recoverable by Seller from insurance coverage, or (2) terminating this Contract, in which case the Deposit shall be returned to Buyer, and all rights and liabilities arising under this Contract shall terminate.

15. Terminology and Parties Bound. The words "Buyer" and "Seller", herein employed shall be construed to include the plural as well as the singular, and this Contract shall be binding upon the heirs, personal representatives, successors and assigns, and the masculine shall include the feminine and neuter, where the context so requires.

16. Time is of the Essence; Notice. Time is the essence of this Contract. Any notice necessary under this Contract shall be sent by U.S. or express mail or hand delivered to the parties at the addresses set forth below:

Seller: Mr. William H. Hall  
Mr. and Mrs. Calvin H. Hudson  
505 Lancaster Street, Unit #8 A & B  
Jacksonville, Florida 32204

With  
copy to: John D. Bailey, Jr.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

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

With  
copy to: James G. Sisco, Esquire  
County Attorney  
Post Office Drawer 349  
St. Augustine, Florida 32085-0349

Any reference herein to periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., of the next full business day.

17. **Condemnation.** If prior to Closing all of the Property is taken by eminent domain, Buyer may terminate this Contract by delivery of written notice to Seller, whereupon the Deposit shall be refunded to Buyer and each party shall be released of all liability and obligations under this Contract. If prior to Closing a portion of the Property is taken by eminent domain, this Contract shall remain in full force and effect, and the proceeds received by Seller as a result of such condemnation shall be credited against the Purchase Price at Closing. Seller agrees not to initiate any condemnation proceedings against the Property prior to Closing.

18. **Contract Not Recordable.** Neither this Contract nor any notice thereof shall be recorded in any public records.

19. **Assignment.** This Contract may not be assigned by Buyer without the Seller's prior written consent.

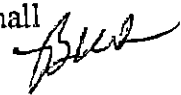
20. **Default.** If Buyer fails to perform this Contract within the time specified (including payment of all deposit(s)), the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

21. **Possession.** Possession of the Property shall be delivered to Buyer at Closing.

22. **Attorneys' Fees; Costs.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

23. **Real Estate Commission.** Seller shall pay Investec Services, Inc., a real estate commission at Closing. Seller and Buyer represent to each other that to the best of each other's knowledge and belief no real estate commission is due any other real estate broker, as a result of the execution of this Contract or the closing contemplated thereby and each shall indemnify and hold the other harmless, to the extent allowed by Florida law, from any and all liability for loss, cost, damages and expenses, that either party may incur as a result of or arising out of the claim of any other broker or other person for a finder's fee, commission or other fee, by, through or under the other party.

24. **Entire Contract.** No prior or present Contracts or representations shall be binding upon the parties unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

25. **Effective Date.** This Contract shall become effective as a Contract when signed by Buyer and Seller. If not executed by all parties on or before December 16, 1998, the Contract shall be null and void and of no further force and effect. 21 

26. **Terms to Survive Closing.** Notwithstanding any legal presumptions to the contrary, the terms, conditions and representations contained in this Contract shall survive the Closing for a period of one (1) year. The right to assert a claim for breach of Seller's representations and warranties in this Contract shall survive for a period of one (1) year after Closing.

20. **Default.** If Buyer fails to perform this Contract within the time specified (including payment of all deposit(s)), the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

21. **Possession.** Possession of the Property shall be delivered to Buyer at Closing.

22. **Attorneys' Fees: Costs.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

23. **Real Estate Commission.** Seller shall pay Invastec Services, Inc., a real estate commission at Closing. Seller and Buyer represent to each other that to the best of each other's knowledge and belief no real estate commission is due any other real estate broker, as a result of the execution of this Contract or the closing contemplated thereby and each shall indemnify and hold the other harmless, to the extent allowed by Florida law, from any and all liability for loss, cost, damages and expenses, that either party may incur as a result of or arising out of the claim of any other broker or other person for a finder's fee, commission or other fee, by, through or under the other party.

24. **Entire Contract.** No prior or present Contracts or representations shall be binding upon the parties unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

25. **Effective Date.** This Contract shall become effective as a Contract when signed by Buyer and Seller. If not executed by all parties on or before December 16, 1998, the Contract shall be null and void and of no further force and effect.

26. **Terms to Survive Closing.** Notwithstanding any legal presumptions to the contrary, the terms, conditions and representations contained in this Contract shall survive the Closing for a period of one (1) year. The right to assert a claim for breach of Seller's representations and warranties in this Contract shall survive for a period of one (1) year after Closing.

*Handwritten signatures:*  
Toland  
CWA  
ald



27. Severability. Should any one or more of the provisions of this Contract be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

28. Governing Law. This Contract shall be governed by the laws of the State of Florida.

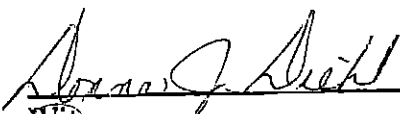
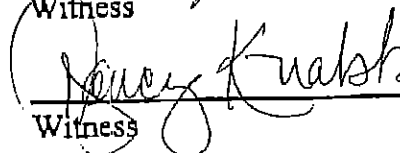
29. Section Headings. The Section Headings in this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions.

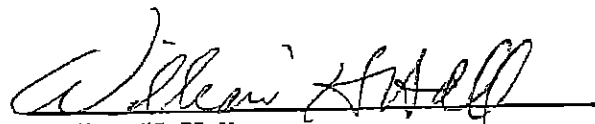
30. Judicial Interpretation. Should any of the provisions of this Contract require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated

31. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to 404.056(8), Florida Statutes.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Contract to be executed on the date indicated below.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
William H. Hall

Date: 12/10/98

Thomas J. Smith  
Witness

Dorey Knabb  
Witness

Calvin H. Hudson  
Calvin H. Hudson

Ellen L. Hudson  
Ellen L. Hudson

Date: \_\_\_\_\_

**SELLER**

ST. JOHNS COUNTY, FLORIDA, a  
political subdivision of the State of Florida

May A. Blunt  
Witness

Laurie C. Braddock  
Witness

By: Ben W. Adams, Jr.  
Ben W. Adams, Jr.  
County Administrator

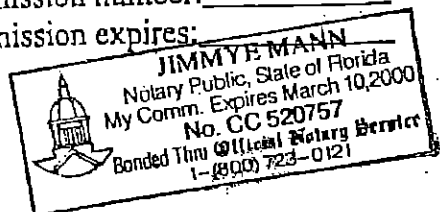
Date: 12-21-98

**BUYER**

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of  
December, 1998, by William H. Hall, Seller, who (2) is personally known to me or ( ) has  
produced Florida driver's license number \_\_\_\_\_ as identification.

JIMMYE MANN  
Notary Public  
JIMMYE MANN  
(Name of notary typed/printed/stamped)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF DUVAL

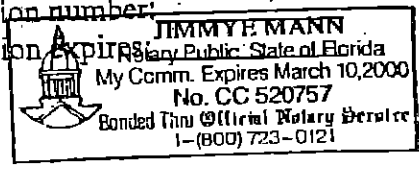
THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of December, 1998, by Calvin H. Hudson and Ellen L. Hudson, his wife, Seller, who () are personally known to me or () have produced Florida driver's license number \_\_\_\_\_ and \_\_\_\_\_, respectively, as identification.

Jimmy Mann  
Notary Public

JIMMYE MANN  
(Name of notary typed/printed/stamped)

My commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

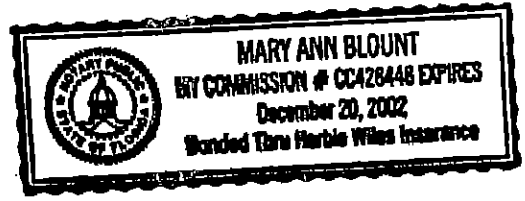
THE FOREGOING instrument was acknowledged before me this 21 day of December, 1998, by Ben W. Adams, Jr., County Administrator for St. Johns County, Florida, a political subdivision of the State of Florida, Buyer, who () is personally known to me or () has produced Florida driver's license number \_\_\_\_\_ as identification.

Mary Ann Blount  
Notary Public

(Name of notary typed/printed/stamped)

My commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_



A portion of Sections 15, 16 and 22, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the common corner of Sections 9, 10, 15 and 16, Township 8 South, Range 29 East, St. Johns County, Florida, said point being occupied by a 4 inch by 4 inch found concrete monument stamped PLS 894; thence South  $01^{\circ}23'54''$  East, along the Easterly line of said Section 16 and the Westerly line of said Section 15, a distance of 5,278.15 feet to the common corner of said Sections 15, 16, 21 and 22, Township 8 South, Range 29 East, St. Johns County, Florida; thence South  $88^{\circ}15'01''$  West, a distance of 52.30 feet to the POINT OF BEGINNING of the herein described parcel; thence South  $17^{\circ}36'00''$  East, a distance of 7.04 feet; thence South  $07^{\circ}44'25''$  East, a distance of 908.64 feet; thence South  $10^{\circ}55'03''$  West, a distance of 100.62 feet; thence South  $44^{\circ}36'27''$  West, a distance of 201.56 feet; thence North  $79^{\circ}04'57''$  West, a distance of 268.33 feet; thence North  $08^{\circ}55'07''$  West, a distance of 110.43 feet; thence South  $88^{\circ}25'11''$  West, a distance of 236.51 feet to a point of curvature of a curve concave Northerly and having a radius of 1,147.93 feet; thence along the arc of said curve to the right, through a central angle of  $11^{\circ}48'24''$ , an arc distance of 236.55 feet, said curve being subtended by a chord bearing and distance of North  $87^{\circ}40'37''$  West, 236.13 feet to the end of said curve; thence North  $08^{\circ}13'35''$  East, a distance of 61.60 feet to a point of curvature of a curve concave Northerly and having a radius of 1,133.87 feet; thence along the arc of said curve to the left, through a central angle of  $14^{\circ}10'14''$ , an arc distance of 280.43 feet, said curve being subtended by a chord bearing and distance of South  $86^{\circ}29'42''$  East, 279.72 feet to a point of tangency; thence North  $86^{\circ}25'11''$  East, a distance of 181.41 feet; thence North  $20^{\circ}18'29''$  West, a distance of 348.86 feet; thence North  $01^{\circ}45'44''$  West, a distance of 360.98 feet; thence North  $70^{\circ}16'47''$  East, a distance of 256.04 feet; thence South  $61^{\circ}57'08''$  East, a distance of 169.85 feet; thence South  $05^{\circ}57'03''$  East, a distance of 333.77 feet; thence South  $70^{\circ}13'04''$  West, a distance of 110.00 feet; thence South  $22^{\circ}05'11''$  East, a distance of 249.43 feet to a point of curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence along the arc of said curve to the left, through a central angle of  $92^{\circ}56'02''$ , an arc distance of 40.55 feet, said curve being subtended by a chord bearing and distance of South  $68^{\circ}33'12''$  East, 36.25 feet to a point of compound curvature of a curve concave Northwesterly and having a radius of 880.47 feet; thence along the arc of said curve to the left, through a central angle of  $19^{\circ}09'07''$ , an arc distance of 294.31 feet, said curve being subtended by a chord bearing and distance of North  $55^{\circ}24'14''$  East, 292.94 feet to a point of compound curvature of a curve concave Northwesterly and having a radius of 686.89 feet; thence along the arc of said curve to the left, through a central angle of  $16^{\circ}18'11''$ , an arc distance of 195.45 feet, said curve being subtended by a chord bearing and distance of North  $37^{\circ}40'35''$  East, 194.79 feet to the end of said curve; thence North  $60^{\circ}28'28''$  West, a distance of 125.00 feet; thence North  $20^{\circ}16'11''$  East, a distance of 180.75 feet; thence South  $27^{\circ}56'05''$  East, a distance of 365.53 feet; thence North  $59^{\circ}14'27''$  West, a distance of 104.38 feet to a point of non-tangent curvature of a curve concave Northwesterly and having a radius of 736.89 feet; thence along the arc of said curve to the right, through a central angle of  $15^{\circ}04'15''$ , an arc distance of 193.83 feet, said curve being subtended by a chord bearing and distance of South  $38^{\circ}17'36''$  West, 193.27 feet to a point of compound curvature of a curve concave Northwesterly and having a radius of 930.47 feet; thence along the arc of said curve to the right, through a central angle of  $12^{\circ}32'58''$ , an arc distance of 203.80 feet, said curve being subtended by a chord bearing and distance of South  $52^{\circ}06'12''$  West, 203.39 feet to the end of said curve; thence South  $17^{\circ}36'00''$  East, a distance of 136.23 feet to the POINT OF BEGINNING.

Containing 20.0632 acres, more or less.

PARCEL NO. 2: (HALL ST. JOHNS COUNTY)

A portion of Section 22, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the common corner of Sections 9, 10, 15 and 16, Township 8 South, Range 29 East, St. Johns County, Florida, said point being occupied by a 4 inch by 4 inch found concrete monument stamped PLS 894; thence South 01°23'54" East, along the Easterly line of said Section 16 and the Westerly line of said Section 15, a distance of 5,278.15 feet to the common corner of said Sections 15, 16, 21 and 22, Township 8 South, Range 29 East, St. Johns County, Florida; thence North 88°13'01" East, 715.25 feet to a point on the Easterly boundary of land described in Official Records Volume 727, Page 1440 and Official Records Volume 757, Page 1434; thence South 15°38'51" East, along said Easterly boundary a distance of 102.99 feet to the POINT OF BEGINNING of the herein described parcel; thence along the Easterly boundary and Southeasterly boundary of said land as described in Official Records Volume 727, Page 1440 and Official Records Volume 757, Page 1434, the following four (4) courses and distances: COURSE NO. 1: South 15°38'51" East, a distance of 1,102.59 feet; COURSE NO. 2: South 23°18'07" East, a distance of 700.55 feet; COURSE NO. 3: South 00°55'45" West, a distance of 985.55 feet; COURSE NO. 4: South 58°07'59" West, a distance of 736.79 feet; thence North 27°20'10" West, a distance of 172.45 feet; thence North 31°52'01" West, a distance of 50.00 feet to a point of non-tangent curvature of a curve concave Southeasterly and having a radius of 1,034.15 feet; thence along the arc of said curve to the left, through a central angle of 05°02'18", an arc distance of 90.94 feet, said curve being subtended by a chord bearing and distance of South 55°36'48" West, 90.91 feet to the end of said curve; thence North 38°48'57" West, a distance of 132.80 feet to a point of non-tangent curvature of a curve concave Southeasterly and having a radius of 1001.24 feet; thence along the arc of said curve to the right, through a central angle of 06°19'52"; an arc distance of 110.64 feet, said curve being subtended by a chord bearing and distance of North 54°55'22" East, 110.58 feet to the end of said curve; thence North 58°07'59" East, a distance of 390.00 feet; thence North 26°38'21" East, a distance of 149.83 feet; thence North 12°27'48" East, a distance of 169.17 feet; thence North 00°55'45" East, a distance of 380.00 feet; thence North 09°10'37" West, a distance of 103.39 feet; thence South 77°48'16" West, a distance of 205.06 feet to a point of curvature of a curve concave Southeasterly and having a radius of 321.06 feet; thence along the arc of said curve to the left, through a central angle of 37°58'23", an arc distance of 212.78 feet, said curve being subtended by a chord bearing and distance of South 58°49'05" West, 208.91 feet to the end of said curve; thence South 50°10'23" East, a distance of 108.19 feet; thence South 12°40'39" West, a distance of 320.36 feet; thence South 41°28'50" West, a distance of 280.96 feet; thence South 77°29'31" West, a distance of 196.09 feet; thence North 31°52'01" West, a distance of 150.00 feet; thence North 11°08'01" West, a distance of 110.07 feet; thence North 44°59'41" East, a distance of 183.56 feet; thence North 24°47'55" East, a distance of 400.78 feet; thence South 54°04'30" East, a distance of 140.03 feet to a point of non-tangent curvature of a curve concave Southeasterly and having a radius of 371.06 feet; thence along the arc of said curve to the right, through a central angle of 41°52'44", an arc distance of 271.22 feet, said curve being subtended by a chord bearing and distance of North 56°51'54" East, 265.22 feet to a point of tangency; thence North 77°48'16" East, a distance of 207.67 feet; thence North 23°18'07" West, a distance of 280.00 feet; thence South 67°13'39" West, a distance of 201.56 feet; thence North 89°09'32" West, a distance of 130.36 feet; thence North 52°00'28" West, a distance of 202.41 feet; thence North 00°07'24" West, a distance of 280.22 feet; thence North 41°49'39" East, a distance of 409.18 feet; thence North 15°38'51" West, a distance of 417.54 feet; thence North 74°21'09" East, a distance of 135.00 feet; thence North 15°38'51" West, a distance of 290.00 feet; thence South 74°21'09" West, a distance of 135.00 feet; thence North 15°38'51" West, a distance of 65.00 feet; thence North 74°21'09" East, a distance of 359.92 feet to the POINT OF BEGINNING.

Containing 37.3351 acres, more or less.

LESS AND EXCEPT:

Any portion of a strip of land, forty feet in width, as recorded in Official Records Volume 1294, Page 1390 of the Public Records of St. Johns County, Florida.

Said portion of strip containing 3.2104 acres, more or less.

**PARCEL 16: PROPOSED 60' RIGHT OF WAY**  
(Future access for adjoining owner)

A portion of Section 21, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the common corner of Sections 9, 10, 15 and 16, Township 8 South, Range 29 East, St. Johns County, Florida, said point being occupied by a 4 inch by 4 inch found concrete monument stamped PLS 894; thence South 01°23'54" East, along the Easterly line of said Section 16 and Westerly line of said Section 15, a distance of 5,278.15 feet to the common corner of said Sections 15, 16, 21 and 22, Township 8 South, Range 29 East, St. Johns County, Florida; thence North 88°13'01" East, along the Southerly line of said Section 15 and the Northerly line of said Section 21, a distance of 715.25 feet to a point on the Easterly boundary of land described in Official Records Volume 727, Page 1440, and Official Records Volume 757, Page 1434, and being also the Easterly boundary of a strip of land (40 feet in width) as described in Official Records Volume 1294, Page 1390, all as recorded in the Public Records of St. Johns County, Florida; thence South 15°38'51" East, along said Easterly boundary, a distance of 102.99 feet; thence South 74°21'09" West, a distance of 40.00 feet to a point on the Westerly boundary of said land as described in Official Records Volume 1294, Page 1390; thence South 15°38'51" East, along said Westerly boundary, a distance of 1,105.27 feet; thence South 23°18'07" East, continuing along said Westerly boundary, a distance of 275.86 feet; thence South 66°41'53" West, a distance of 140.00 feet; thence South 23°18'07" East, a distance of 19.10 feet to a point of curvature of a curve concave Northwesterly and having a radius of 300.00 feet; thence along the arc of said curve to the right, through a central angle of 101°06'23", an arc distance of 529.39 feet, said curve being subtended by a chord bearing and distance of South 27°15'05" West, 463.33 feet to a point of tangency; thence South 77°48'16" West, a distance of 53.16 feet to a point of curvature of a curve concave Southeasterly and having a radius of 321.08 feet; thence along the arc of said curve to the left, through a central angle of 28°06'33", an arc distance of 157.51 feet, said curve being subtended by a chord bearing and distance of South 63°45'00" West, 155.94 feet; thence South 50°10'23" East, a distance of 125.00 feet; thence South 61°14'16" West, a distance of 59.08 feet; thence South 12°40'39" West, a distance of 320.36 feet; thence South 41°28'50" West, a distance of 280.96 feet; thence South 77°29'31" West, a distance of 196.09 feet; thence South 84°51'50" West, a distance of 576.59 feet; thence South 74°30'21" West, a distance of 340.00 feet; thence North 68°27'29" West, a distance of 240.00 feet to the POINT OF BEGINNING of the herein described parcel; thence South 21°32'31" West, a distance of 119.43 feet to a point of curvature of a curve concave Easterly and having a radius of 725.00 feet; thence Southerly along the arc of said curve to the left, through a central angle of 36°56'31", an arc distance of 467.45 feet, said curve being subtended by a chord bearing and distance of South 03°04'16" West, 459.40 feet to the end of said curve and a Point of Cusp of a curve concave Northeasterly and having a radius of 400.00 feet; thence Northwesterly along the arc of said curve to the right, through a central angle of 11°59'17", an arc distance of 83.69 feet, said curve being subtended by a chord bearing and distance of North 59°03'22" West, 83.54 feet to the end of said curve and the beginning of a curve concave Easterly having a radius of 785.00; thence Northerly, along the arc of said curve to the right, through a central angle of 32°31'34", an arc distance of 445.64 feet, said curve being subtended by a chord bearing and distance of North 05°16'44" East, 439.68 feet to a point of tangency; thence North 21°32'31" East, a distance of 119.43 feet to the POINT OF BEGINNING.

Containing 0.7956 acre, more or less