

RESOLUTION NO. 2005-58

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF TWO PURCHASE AND SALE AGREEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID AGREEMENTS AND TAKE ALL ACTION NECESSARY TO CLOSE AND COMPLETE THE ACQUISITION IN ACCORDANCE WITH SECTION 125.355, FLORIDA STATUTES, FOR THE ACQUISITION OF PROPERTY NEAR AN EXISTING RAIL CROSSING FOR CONSTRUCTION OF A SOLID WASTE TRANSFER STATION.

RECITALS

WHEREAS, Douglas Burnette and Cummer Land Trust are the owners of property located adjacent to Stratton Road near an existing rail crossing, and have presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the County seeks to assemble sites for construction of a solid waste transfer station with rail and highway access. The property is contiguous to properties already approved for construction of a solid waste transfer station and minimal surrounding development make it desirable for acquisition by the County; and

WHEREAS, it is in the best interest of the public to approve this acquisition of this property for the health, safety, and well being of the citizens.

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

1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreements and authorizes the County Administrator to execute said Agreements and to take all action necessary to close upon compliance with Section 125.355, Florida Statutes.
3. The Clerk of Circuit Court is instructed to file the original Purchase and Sale Agreements in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 9th day of March, 2005.

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

By: James E. Bryant
James E. Bryant Vice Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGranda
Deputy Clerk

RENDITION DATE 3-10-05

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2005, by and between **ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is, 4020 Lewis Speedway, St. Augustine, FL 32084 ("Buyer") and **DOUGLAS BURNETTE**, ("Seller"), whose address is 8990 US#1 North, St. Augustine FL 32095.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership to (2) two acres +/- located on Stratton Road, St. Augustine, Florida, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); 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 thirty (30) 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 his/her sole option and expense, to take all reasonable action to obtain, within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing (“Title Notice”) within 10 days after Buyer’s receipt of the Commitment or a denial thereof, if 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 or denial and such 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 or denial (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 or denial, 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) **Land Title of America Group**, 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, Land Title of America Group, 3700 US #1 South, St. Augustine, FL 32086, on or before sixty (60) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2004 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.

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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. 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 States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **Douglas Burnette**
8990 US #1 North
St. Augustine, Florida 32095

Buyer: **St. Johns County, Florida, a political subdivision
Of the State of Florida**
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: **Land Title of America Group**
3700 US #1 South
St. Augustine, Florida 32086

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. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

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

WITNESSES:

Nanette Bradbury
Signature

Nanette Bradbury
Print

Laurie C. Bradlock
Signature

Laurie C. Bradlock
Print

SELLERS:

Douglas Burnett 2-17-05
Date

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17 day of Feb, 2005, by Douglas Burnette, Grantor, who is personally known to me, or has produced _____ as identification.



NONETTE BURNETTE
Notary Public-State of Florida
My Commission #DD 272322
Expires December 3, 2007

Nonette Burnette
Notary Public

My commission expires _____

WITNESSES:

BUYER:
ST. JOHNS COUNTY, FLORIDA,
A political subdivision of the State of Florida

Signature

Print

Signature

Print

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

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Ben W. Adams, Jr., County Administrator, who is personally known to me.

Notary Public

My commission expires _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Deposit received by Land Title of America Group, (Escrow Agent), which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: Land Title of America Group

Name: _____

Title: _____

Date: _____

Exhibit "A"

A parcel of land lying in Section 41, R. Charles Grant, Township 5 South, Range 29 East, St. Johns County, Florida, and being shown as the John A. Stalls parcel as shown on Map by H.A. Durden & Associates, dated: November 19, 1968, File No. E-6, and being more particularly described as follows: for a POINT OF BEGINNING COMMENCE at the northwest corner said John A. Stalls parcel said northwest corner lying on an easterly line of a 60-foot wide perpetual easement as recorded in Official Records Book 178, Page 83 of St. Johns County, Florida; thence north 72 degrees 37 minutes 36 seconds east, departing said 60-foot wide perpetual easement line and along the north line of just mentioned Stalls parcel, 199.94 feet to the northeast corner of said Stalls parcel; thence south 17 degrees 22 minutes 24 seconds east, along the east line of said Stalls parcel, 468.20 feet to the southeast corner of said Stalls parcel, said point lying on a north line of aforementioned 60-foot wide perpetual easement; thence north 84 degrees 22 minutes 11 seconds west, along the just mentioned 60-foot wide perpetual easement line, same being the south line of said Stalls parcel, 217.21 feet to the southwest corner of said Stalls parcel; thence north 17 degrees 22 minutes 24 seconds west, along the aforementioned easterly line of a 60 foot wide perpetual easement, same being the west line of said Stalls parcel, 383.31 feet to the POINT OF BEGINNING, being more accurately described as follows:

A portion of Section 41, the Reuben Charles Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Easterly corner of those lands described and recorded in Official Records Book 831, Page 1064, of said Public Records; thence South 18°55'35" West, along the Southeasterly line of said lands, 125.82 feet to a point lying on the Westerly prolongation of a Southerly line of a 60 foot perpetual easement, as described and recorded in Official Records Book 178, Page 83, of said Public Records; thence South 70°45'20" East, departing said Southeasterly line and along said Westerly prolongation and along said Southerly line and its Easterly prolongation, 222.49 feet to a point lying on the former centerline of Main Street, as monumented, a 40 foot right of way vacated by county resolution as recorded in Official Records Book 178, Page 77, of said Public Records; thence North 74°32'33" East, departing said Southerly line, and along said former centerline, 44.24 feet to its intersection with the former centerline of Baltimore Avenue, a 40 foot right of way vacated by county resolution as recorded in said Official Records Book 178, Page 77; thence South 15°26'57" West, along last said centerline, 31.44 feet to a point lying on the Westerly prolongation of said Southerly line of a 60 foot perpetual easement; thence South 69°04'40" East, along said Westerly prolongation and along said Southerly line, 59.49 feet; thence South 84°21'50" East, along last said line, 14.59 feet; thence North 05°37'38" East, departing said Southerly line, 60.00 feet to a point lying on a Northerly line of said 60 foot perpetual easement, and the Point of Beginning;

From said Point of Beginning, thence North 17°22'18" West, along an Easterly line of said 60 foot perpetual easement, 383.29 feet; thence North 72°36'23" East, departing said Easterly line, 199.86 feet; thence South 17°23'16" East, 468.26 feet to a point lying on said Northerly line of a 60 foot perpetual easement; thence North 84°22'22" West, along said Northerly line, 217.26 feet to the Point of Beginning.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2005, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, FL 32084 ("Buyer") and **CHERYL S. CUMMER**, as Trustee, whose address is 21 Fairfield Street, Unit #4, Boston, Massachusetts 02116, **ROBERT H. PAUL, III**, as Trustee, whose address is 6001 Bowdendale Avenue, Jacksonville, Florida 32216, and **HOWARD W. HARRISON, JR.**, as Trustee, whose address is Post Office Box 30193, Philadelphia, Pennsylvania 19103, as Trustees of **THE CUMMER LAND TRUST** ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership to (2) two acres +/- located on Stratton Road, St. Augustine, Florida, the property is shown in **Exhibit "A"**, attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **\$10,000.00**, 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 thirty (30) days of Commission Approval (hereinafter defined)	\$1,000.00
(ii) Cash to Close	Closing Day	\$9,000.00
TOTAL PURCHASE PRICE		\$10,000.00

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

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 10 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the

“Permitted Encumbrances”):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing (“Title Notice”) within 10 days after Buyer’s receipt of the Commitment or a denial thereof, if 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 or denial and such is timely noted in a Title Notice, Seller, at Seller’s sole option and expense, shall have 30 days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 30-day period, Seller has not cured title defects or denial, 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) **Land Title of America Group**, 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, Land Title of America Group, 3700 US #1 South, St. Augustine, FL 32086, on or before sixty (60) days from the date of this Agreement ("Closing Date").

5. Prorations. Any real property taxes shall be prorated on the basis of the 2004 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 Trustees Deed ("Deed") in the form attached as **Exhibit "B"** 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; and

(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, and all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

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 thirty (30) 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Hold Harmless. To the extent permitted by law, The County shall hold Seller (and the Trustees in their individual capacity) harmless from any and all liability associated with their presence on the Property or the presence or work by any agents of the County, prior to the Closing, including against any claims of personal injury, damage to property, or mechanic's liens. Further, the County shall hold Seller (and the Trustees in their individual capacity) harmless for any and all liability arising from its prior ownership of the Property or from the operation of any facilities on the Property under any applicable Environmental Laws, before and after Closing. This Section 5 shall survive Closing.

12. 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 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.

13. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except for the provisions in Section 11 and as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

14. 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.

15. 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.

16. 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.

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

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

19. 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.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller(s): **Robert H. Paul, III, as Trustee**
6001 Bowdendale Avenue
Jacksonville, Florida 32216

Cheryl S. Cummer, as Trustee
21 Fairfield Street, Unit #4

Boston, Massachusetts 02116

Howard W. Harrison, Jr., as Trustee

Post Office Box 30193

Philadelphia, Pennsylvania 19103

Buyer(s): **St. Johns County, Florida, a political subdivision
Of the State of Florida**
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: **Land Title of America Group**
3700 US #1 South
St. Augustine, Florida 32086

21. 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.

22. 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.

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

24. 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.

25. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Signed and sealed in the presence of:

**SELLERS:
CUMMER LAND TRUST**

Signature

Robert H. Paul, III, as Trustee

Print

Date: _____

Signature

Print

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Robert H. Paul, III, as Trustee of Cummer Land Trust, Grantor, who is personally known to me, or has produced _____ as identification.

Notary Public

My commission expires _____

Signed and sealed in the presence of:

Signature

Print

Signature

Print

STATE OF _____

COUNTY OF _____

Cheryl S. Cummer, as Trustee
Date: _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Cheryl S. Cummer, as Trustee of Cummer Land Trust, Grantor, who is personally known to me, or has produced _____ as identification.

Notary Public

My commission expires _____

Signed and sealed in the presence of:

Signature

Print

Signature

Print

Howard W. Harrison, as Trustee

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Howard W. Harrison, as Trustee of Cummer Land Trust, Grantor, who is personally known to me, or has produced _____ as identification.

Notary Public

My commission expires _____

WITNESSES:

Signature

Print

Signature

Print

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Ben W. Adams, Jr., County Administrator, who is personally known to me.

BUYER:

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

By: _____

Ben W. Adams, Jr., County Administrator

Date: _____

Notary Public

My commission expires _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Deposit received by Land Title of America Group, (Escrow Agent), which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: Land Title of America Group

Name: _____

Title: _____

Date: _____

EXHIBIT "A"**LEGAL DESCRIPTION**Exhibit "A"

A parcel of land lying in Section 41, R. Charles Grant, Township 5 South, Range 29 East, St. Johns County, Florida, and being shown as the John A. Stalls parcel as shown on Map by H.A. Durden & Associates, dated: November 19, 1968, File No. E-6, and being more particularly described as follows: for a POINT OF BEGINNING COMMENCE at the northwest corner said John A. Stalls parcel said northwest corner lying on an easterly line of a 60-foot wide perpetual easement as recorded in Official Records Book 178, Page 83 of St. Johns County, Florida; thence north 72 degrees 37 minutes 36 seconds east, departing said 60-foot wide perpetual easement line and along the north line of just mentioned Stalls parcel, 199.94 feet to the northeast corner of said Stalls parcel; thence south 17 degrees 22 minutes 24 seconds east, along the east line of said Stalls parcel, 468.20 feet to the southeast corner of said Stalls parcel, said point lying on a north line of aforementioned 60-foot wide perpetual easement; thence north 84 degrees 22 minutes 11 seconds west, along the just mentioned 60-foot wide perpetual easement line, same being the south line of said Stalls parcel, 217.21 feet to the southwest corner of said Stalls parcel; thence north 17 degrees 22 minutes 24 seconds west, along the aforementioned easterly line of a 60 foot wide perpetual easement, same being the west line of said Stalls parcel, 383.31 feet to the POINT OF BEGINNING, being more accurately described as follows:

A portion of Section 41, the Reuben Charles Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Easterly corner of those lands described and recorded in Official Records Book 831, Page 1064, of said Public Records; thence South 18°55'35" West, along the Southeasterly line of said lands, 125.82 feet to a point lying on the Westerly prolongation of a Southerly line of a 60 foot perpetual easement, as described and recorded in Official Records Book 178, Page 83, of said Public Records; thence South 70°45'20" East, departing said Southeasterly line and along said Westerly prolongation and along said Southerly line and its Easterly prolongation, 222.49 feet to a point lying on the former centerline of Main Street, as monumented, a 40 foot right of way vacated by county resolution as recorded in Official Records Book 178, Page 77, of said Public Records; thence North 74°32'33" East, departing said Southerly line, and along said former centerline, 44.24 feet to its intersection with the former centerline of Baltimore Avenue, a 40 foot right of way vacated by county resolution as recorded in said Official Records Book 178, Page 77; thence South 15°26'57" West, along last said centerline, 31.44 feet to a point lying on the Westerly prolongation of said Southerly line of a 60 foot perpetual easement; thence South 69°04'40" East, along said Westerly prolongation and along said Southerly line, 59.49 feet; thence South 84°21'50" East, along last said line, 14.59 feet; thence North 05°37'38" East, departing said Southerly line, 60.00 feet to a point lying on a Northerly line of said 60 foot perpetual easement, and the Point of Beginning;

From said Point of Beginning, thence North $17^{\circ}22'18''$ West, along an Easterly line of said 60 foot perpetual easement, 383.29 feet; thence North $72^{\circ}36'23''$ East, departing said Easterly line, 199.86 feet; thence South $17^{\circ}23'16''$ East, 468.26 feet to a point lying on said Northerly line of a 60 foot perpetual easement; thence North $84^{\circ}22'22''$ West, along said Northerly line, 217.26 feet to the Point of Beginning

EXHIBIT "B"

TRUSTEES DEED

(please see attached)

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Thomas O. Ingram, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

TRUSTEES DEED

THIS TRUSTEES DEED made as of the ____ day of _____, 2005, by **CHERYL S. CUMMER**, as Trustee, whose address is 21 Fairfield Street, Unit #4, Boston, Massachusetts 02116, **ROBERT H. PAUL, III**, as Trustee, whose address is 6001 Bowdendale Avenue, Jacksonville, Florida 32216, and **HOWARD W. HARRISON, JR.**, as Trustee, whose address is Post Office Box 30193, Philadelphia, Pennsylvania 19103, as **Trustees of THE CUMMERLAND TRUST**, respectively, hereinafter called "Grantor" to the **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, 4020 Lewis Speedway, St. Augustine, Florida 32085, hereinafter called "Grantee".

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its legal representatives and assigns, all that certain real property situate in St. Johns County, Florida, as described on **Exhibit "A"** attached hereto (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

This conveyance is subject to those matters set forth in **Exhibit "B"** attached hereto, and none other. The Property is not the homestead of Grantor.

And Grantor hereby covenants with Grantee that, except as set forth above, at the time of the delivery of this deed, the property was free from all encumbrances made by Grantor except as set forth herein; and that Grantor will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Name Printed: _____

By: _____
Robert H. Paul, III, as Trustee

Name Printed: _____

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this ____ day of _____,
2005, by Robert H. Paul, III, as Trustee.

(Print Name _____)
NOTARY PUBLIC, State of Florida at Large
Commission # _____
My Commission Expires: _____
 Personally known or or Produced I.D.
 [check one of the above]
Type of Identification Produced: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

By: _____
Cheryl S. Cummer, as Trustee

Name Printed: _____

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2005, by Cheryl S. Cummer, as Trustee.

(Print Name _____)

NOTARY PUBLIC, State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally known or or Produced I.D.

[check one of the above]

Type of Identification Produced: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

By: _____
Howard H. Harrison, Jr., as Trustee

Name Printed: _____

STATE OF _____)

_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2005, by Howard H. Harrison, Jr., as Trustee.

(Print Name _____)

NOTARY PUBLIC, State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally known or or Produced I.D.

[check one of the above]

Type of Identification Produced: _____

EXHIBIT "A"
TO TRUSTEES DEED

LEGAL DESCRIPTION

A parcel of land lying in Section 41, R. Charles Grant, Township 5 South, Range 29 East, St. Johns County, Florida, and being shown as the John A. Stalls parcel as shown on Map by H.A. Durden & Associates, dated: November 19, 1968, File No. E-6, and being more particularly described as follows: for a POINT OF BEGINNING COMMENCE at the northwest corner said John A. Stalls parcel said northwest corner lying on an easterly line of a 60-foot wide perpetual easement as recorded in Official Records Book 178, Page 83 of St. Johns County, Florida; thence north 72 degrees 37 minutes 36 seconds east, departing said 60-foot wide perpetual easement line and along the north line of just mentioned Stalls parcel, 199.94 feet to the northeast corner of said Stalls parcel; thence south 17 degrees 22 minutes 24 seconds east, along the east line of said Stalls parcel, 468.20 feet to the southeast corner of said Stalls parcel, said point lying on a north line of aforementioned 60-foot wide perpetual easement; thence north 84 degrees 22 minutes 11 seconds west, along the just mentioned 60-foot wide perpetual easement line, same being the south line of said Stalls parcel, 217.21 feet to the southwest corner of said Stalls parcel; thence north 17 degrees 22 minutes 24 seconds west, along the aforementioned easterly line of a 60 foot wide perpetual easement, same being the west line of said Stalls parcel, 383.31 feet to the POINT OF BEGINNING, being more accurately described as follows:

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and along said Southerly line, 59.49 feet; thence South $84^{\circ}21'50''$ East, along last said line, 14.59 feet; thence North $05^{\circ}37'38''$ East, departing said Southerly line, 60.00 feet to a point lying on a Northerly line of said 60 foot perpetual easement, and the Point of Beginning;

From said Point of Beginning, thence North $17^{\circ}22'18''$ West, along an Easterly line of said 60 foot perpetual easement, 383.29 feet; thence North $72^{\circ}36'23''$ East, departing said Easterly line, 199.86 feet; thence South $17^{\circ}23'16''$ East, 468.26 feet to a point lying on said Northerly line of a 60 foot perpetual easement; thence North $84^{\circ}22'22''$ West, along said Northerly line, 217.26 feet to the Point of Beginning

EXHIBIT "B"
TO TRUSTEES DEED

PERMITTED EXCEPTIONS

1. Deed from John A. Stalls, joined by spouse, if married, to Doug Burnette, conveying all of his right title and interest in and to Subject Property.
2. Deed from Doug Burnette, joined by spouse, if married, or recital of non-homestead property, conveying subject property to St. Johns County, Florida.



**GENERAL
LOCATION MAP**



Map Prepared: 2/25/2005

*Depicts General Project Boundary

**Stratton Road
Transfer Station
Acquisition**

File:BCC March 9, 2005



St. Johns County
Land Mgmt. Systems
Real Estate