

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN PURCHASE AND SALE AGREEMENT FOR PROPERTY NEEDED FOR THE IMPROVEMENTS TO RUSSELL SAMPSON ROAD.

RECITALS

WHEREAS, the owners of property on Russell Sampson Road have executed and presented to the County Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, Robert and Juanita Wilson, Marvin and Janice Wilson and Terry Johnson have agreed to sell their property for \$1,045,744.00 representing 4% above appraised value of the two appraisals determined by Real Property Economics and Pomeroy Appraisal Associates of Florida, Inc. for the improvements to Russell Sampson Road; and

WHEREAS, per Florida Statutes 125.355, if the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase price by an extraordinary vote; and

WHEREAS, the Russell Sampson Road Improvements limit is from CR210 for a distance of approximately 1.1 miles north and will bring this section of road up to County standards for a Minor Collector roadway; and

WHEREAS, all this property is needed for the improvements and Connelly and Wicker the Consultant Engineers have determined that part of this property is the most desirable location for the second pond needed for the improvements; and

WHEREAS, this project is part of the Capital Improvement Project that was funded as part of the 2004 Transportation Trust Fund Budget; and

WHEREAS, it is in the best interest of the County to acquire this property for the safety improvements needed to Russell Sampson Road.

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 of the Purchase and Sale Agreements and authorizes the County Administrator to execute the Purchase and Sale Agreements and move forward to close these transactions.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreements in the Clerks Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 23rd day of March, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE March 24, 2005

EXHIBIT "A" TO RESOLUTION

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, Florida 32084 ("Buyer") and ROBERT J. and JUANITA V. WILSON, as Trustees of THE WILSON TRUST AGREEMENT, under Trust Agreement dated October 13, 2003 and MARVIN J. WILSON and JANICE R. WILSON and TERRY W. JOHNSON, whose address is 10025 Russell Sampson Road, Jacksonville, Florida 32259 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing 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 of approximately 3.87 acres located on Russell Sampson Road for road improvements including property for a pond site. The property is described 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 \$1,045,744.00 this price includes compensation for your property for right-of-way, pond site, Temporary Construction Easements and Perpetual Easement. 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)	\$104,574.40
(ii) Cash to Close	Closing Day	\$941,169.60
TOTAL PURCHASE PRICE		\$1,045,744.00

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

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed an owner's policy of title insurance in the amount of the

Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

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

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

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

(b) Buyer shall notify Seller in writing ("Title Notice") within 10 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.

3. Identity and Obligation of Escrow Agent.

(a) **Action Title Services**, 3670 US 1 South, St. Augustine, Florida 32145, 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, Action Title Services, 3670 US 1 South, St. Augustine, Florida 32145, on or before 90 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. Such notice of termination must be given on or before the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

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

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

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

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

18. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

19. Notices. Any notice hereunder must be in writing and delivered personally or by United 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: **Robert J. and Juanita V. Wilson, Trustees**
Marvin J. and Janice R. Wilson
Terry W. Johnson

10025 Russell Sampson Road
Jacksonville, Florida 32259

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

Escrow Agent: **Action Title Services**
3670 US 1 South
St. Augustine, Florida 32145

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 Board of County Commissioners, of St. Johns County 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.

25. Pond Site: The pond area will be fenced with a key and the Wilson family will receive a key for access. The Wilson family agrees to indemnify and hold harmless St. Johns County from any and all claims, damages, losses lawsuits, liability and/or injury resulting in access to this area. The Wilson Family also agrees that they are the only people authorized to use this area.

26. Section 1031 Exchange: The sale contemplated by Seller herein shall be subject to an IRC Section 1031 Exchange in accordance with the currently applicable provisions of the I.R.S. Code. Buyer agrees to cooperate fully with respect to said "1031 Exchange," including the execution/signing all of required paperwork; provided that said exchange costs will be paid by Seller and same will be effected without any costs, and other than as provided in this contract, to Buyer.

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

SELLERS:

Debbie Taylor
Witness Name: Debbie Taylor

Robert J. Wilson Date: 3/4/05
ROBERT J. WILSON, as Trustee

Mary Ann Blount
Witness Name: Mary Ann Blount

Juanita V. Wilson Date: 3-4-05
JUANITA V. WILSON, as Trustee

Witness Name _____

Marvin J. Wilson Date: 3-4-05
MARVIN J. WILSON

Witness Name _____

Janice R. Wilson Date: 3-4-05
JANICE R. WILSON

Witness Name: _____

Terry W. Johnson Date: 3/4/05
TERRY W. JOHNSON

BUYER:
ST. JOHNS COUNTY, FLORIDA

Witness Name: _____

Ben W. Adams, Jr.
County Administrator

Witness Name _____

Wilson Family

— PARCEL 101.1

FEE SIMPLE

PROJECT NO. 03/175
SHEET NO. 3

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840, of the current public records of said county), and being more particularly described as follows:

BEGIN at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North 52°30'26" West, a distance of 324.13 feet; COURSE 2: Thence North 51°18'55" West, a distance of 89.81 feet; COURSE 3: Thence North 47°08'43" West, a distance of 66.60 feet; COURSE 4: Thence North 52°35'07" West, a distance of 183.80 feet; COURSE 5: Thence North 51°19'08" West, a distance of 59.24 feet to an intersection with the Southeasterly line of those lands described in Official Records Volume 1181, Page 1287, of the current public records of said county; Thence North 38°52'38" East, along last said line, a distance of 47.40 feet; Thence South 50°57'08" East, a distance of 731.04 feet to a point of curvature; Thence Southeasterly along the arc of a curve, concave Northeasterly, having a radius of 25.00 feet, through a total central angle of 61°16'31", an arc distance of 26.74 feet, said arc being subtended by a chord bearing and distance of South 81°35'23" East, 25.48 feet to a point lying on said existing Northerly Right of Way line of County Road 210, and a point on a curve; Thence Southwesterly, along said existing Northerly Right of Way line of County Road 210, and along the arc of said curve, concave Southerly, having a radius of 2400.00 feet, through a total central angle of 00°50'03", an arc distance of 34.94 feet, said arc being subtended by a chord bearing and distance of South 67°21'20" West, 34.94 feet; Thence South 73°23'33" West, continuing along said existing Northerly Right of Way line of County Road 210, a distance of 23.08 feet to the POINT OF BEGINNING.

Containing 31,839 Square Feet (0.731 Acres), more or less.

TOGETHER WITH;

— PARCEL 101.2

FEE SIMPLE

SHEET NO. 3

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840 of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North 52°30'26" West, a distance of 324.13 feet; COURSE 2: Thence North 51°18'55" West, a distance of 89.81 feet; COURSE 3: Thence North 47°08'43" West, a distance of 66.60 feet; COURSE 4: Thence North 52°35'07" West, a distance of 183.80 feet; COURSE 5: Thence North 51°19'08" West, a distance of 259.24 feet to an intersection with the Northwesterly line of those lands described in Official Records Volume 1181, Page 1287, of the current public records of said county, and the POINT OF BEGINNING; Thence continue North 51°19'08" West, along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 83.48 feet; Thence North 01°12'47" East, a distance of 62.31 feet; Thence South 50°57'08" East, a distance of 121.56 feet to an intersection with said Northwesterly line of those lands described in Official Records Volume 1181, Page 1287; Thence South 38°52'38" West, along last said line, a distance of 48.68 feet to the POINT OF BEGINNING.

Containing 5023 Square Feet (0.115 Acres), more or less.

Wilson Family

PARCEL 103.1

FEE SIMPLE

PROJECT NO. 03/175

SHEET NO. 3

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1263 Page 175 of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North 52°30'26" West, a distance of 324.13 feet; COURSE 2: Thence North 51°18'55" West, a distance of 89.81 feet; COURSE 3: Thence North 47°08'43" West, a distance of 66.60 feet; COURSE 4: Thence North 52°35'07" West, a distance of 183.80 feet; COURSE 5: Thence North 51°19'08" West, a distance of 342.72 feet to the POINT OF BEGINNING; Thence continue North 51°19'08" West, along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 282.52 feet; Thence North 51°05'36" West, continuing along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 350.26 feet to a jog in said existing Northeasterly Right of Way line of Russell Sampson Road; Thence North 38°52'17" East, along said jog, a distance of 13.25 feet to an intersection with the Southerly line of those lands described in Official Records Volume 823, Page 788 of the current public records of said county; Thence South 88°45'38" East, along last said line, a distance of 63.02 feet; Thence South 50°57'08" East, a distance of 544.80 feet; Thence South 01°12'47" West, a distance of 62.31 feet to the POINT OF BEGINNING.

Containing 30,279 Square Feet (0.695 Acres), more or less.

TOGETHER WITH;

PARCEL 103.3

FEE SIMPLE

SHEET NO. 3

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1263 Page 175 of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North 52°30'26" West, a distance of 324.13 feet; COURSE 2: Thence North 51°18'55" West, a distance of 89.81 feet; COURSE 3: Thence North 47°08'43" West, a distance of 66.60 feet; COURSE 4: Thence North 52°35'07" West, a distance of 183.80 feet; COURSE 5: Thence North 51°19'08" West, a distance of 342.72 feet; Thence North 01°12'47" East, a distance of 62.31 feet to the POINT OF BEGINNING; Thence North 50°57'08" West, a distance of 544.80 feet; Thence South 88°45'38" East, a distance of 430.27 feet; Thence South 01°12'47" West, a distance of 333.97 feet to the POINT OF BEGINNING.

Containing 71,849 Square Feet (1.649 Acres), more or less.

I hereby certify that to the best of my knowledge and belief that this legal description is true, accurate, and was prepared under my direction.

I further certify that said legal description is in compliance with the minimum technical standards as set forth by the Florida board of professional land surveyors, pursuant to section 472.027, Florida statutes.

Print Name: Dennis E. Elswick P.S.M.
Florida Professional Surveyor and Mapper No.: 3190
ADDRESS: 3830 CROWN POINT ROAD, SUITE A
JACKSONVILLE, FLORIDA 32257

Date: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840, of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence North $73^{\circ}23'33''$ East, along said existing Northerly Right of Way line of County Road 210, a distance of 23.08 feet to a point on a curve; Thence continue Northeasterly, along said existing Northerly Right of Way line of County Road 210, and along the arc of said curve, concave Southerly, having a radius of 2400.00 feet, through a total central angle of $06^{\circ}24'33''$, an arc distance of 268.47 feet, said arc being subtended by a chord bearing and distance of North $73^{\circ}06'42''$ East, 268.33 feet to a point of tangency; Thence North $73^{\circ}23'33''$ East, continuing along said existing Northerly Right of Way line of County Road 210, a distance of 70.32 feet; Thence North $01^{\circ}04'26''$ West, a distance of 883.97 feet to the POINT OF BEGINNING; Thence continue North $01^{\circ}04'26''$ West, a distance of 20.00 feet; Thence South $89^{\circ}57'54''$ West, a distance of 1106.25 feet; Thence South $01^{\circ}12'47''$ West, a distance of 20.00 feet; Thence North $89^{\circ}57'54''$ East, a distance of 1107.05 feet to the POINT OF BEGINNING.

Containing 22,133 Square Feet (0.508 Acres), more or less.

I hereby certify that to the best of my knowledge and belief that this legal description is true, accurate, and was prepared under my direction.

I further certify that said legal description is in compliance with the minimum technical standards as set forth by the Florida board of professional land surveyors, pursuant to section 472.027, Florida statutes.

Print Name: Dennis E. Elswick P.S.M.

Florida Professional Surveyor and Mapper No.: 3190

ADDRESS: 3830 CROWN POINT ROAD, SUITE A
JACKSONVILLE, FLORIDA 32257

Date: August 27, 2004

NOT VALID UNLESS SIGNED AND SEALED

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840, of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North 52°30'26" West, a distance of 324.13 feet; COURSE 2: Thence North 51°18'55" West, a distance of 89.81 feet; COURSE 3: Thence North 47°08'43" West, a distance of 66.60 feet; COURSE 4: Thence North 52°35'07" West, a distance of 183.80 feet; COURSE 5: Thence North 51°19'08" West, a distance of 59.24 feet to an intersection with the Southeasterly line of those lands described in Official Records Volume 1181, Page 1287 of the current

public records of said county; Thence North 38°52'38" East, along last said line, a distance of 47.40 feet; Thence South 50°57'08" East, a distance of 159.55 feet to the POINT OF BEGINNING; Thence continue South 50°57'08" East, a distance of 45.31 feet; Thence North 39°02'52" East, a distance of 18.07 feet; Thence North 50°57'08" West, a distance of 45.31 feet; Thence South 39°02'52" West, a distance of 18.07 feet to the POINT OF BEGINNING.

Containing 819 Square Feet (0.019 Acres), more or less.

TOGETHER WITH;

PARCEL 701.4

TEMPORARY CONSTRUCTION
EASEMENT

SHEET NO. 3


A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840 of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Southwesterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence North 50°54'12" West, along said existing Southwesterly Right of Way line of Russell Sampson Road, a distance of 953.66 feet to the POINT OF BEGINNING; Thence continue North 50°54'12" West, along said existing Southwesterly Right of Way line of Russell Sampson Road, a distance of 36.00 feet; Thence South 39°02'52" West, a distance of 11.02 feet; Thence South 50°57'08" East, a distance of 36.00 feet; Thence North 39°02'52" East, a distance of 10.99 feet to the POINT OF BEGINNING.

Containing 396 Square Feet (0.009 Acres), more or less.

I hereby certify that to the best of my knowledge and belief that this legal description is true, accurate, and was prepared under my direction.

I further certify that said legal description is in compliance with the minimum technical standards as set forth by the Florida board of professional land surveyors, pursuant to section 472.027, Florida statutes.


Print Name: DENNIS E. ELSWICK, P.S.M.
Florida Professional Surveyor and Mapper No.: 3190
ADDRESS: 3830 CROWN POINT ROAD, SUITE A
JACKSONVILLE, FLORIDA 32257

Date: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED

MAP SHOWING SKETCH & LEGAL

OF A PORTION OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA

SECTION 17



EXIST. R/W LINE
EXIST. R/W LINE
RUSSELL-SAMPSON ROAD
(VARIABLE WIDTH R/W)

Robert & Juanita Wilson
Marvin & Janice Wilson
Terry Johnson
Parcel 101.2

Point of Beginning
PARCEL 701.4

Point of Beginning
PARCEL 101.2

SECTION 17

SEE SHEET 1 OF 4

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF
WAY MAP AS FILED WITH CLARY & ASSOCIATES
FILE NO. T5S-297

T	REV.	DESCRIPTION	BY
1	9-13-04	PAR. 101 REV. TO PAR. 101.3	MJB
		REV. PAR. 701.1 & 701.2 & ADD	
		PAR. 701.3, 701.4, 101.1 & 101.2	

SHEET 2 OF 4

PARTY CHIEF: N/A F.B. N/A PG. N/A CAD FILE: PAR-101-701.DWG Drafter: M.BRENT Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 81G17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD SUITE "A"
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



LEGEND

- SET 4" X 4" CLARY CONCRETE MONUMENT
- CONCRETE MONUMENT FOUND
- 1/2" IRON PIPE SET WITH CLARY CAP
- IRON PIPE FOUND
- ✕ CROSS CUT
- X- FENCE

DATED SEPTEMBER 7 2004
SCALE 1" = 80'

Job No

MAP SHOWING SKETCH & LEGAL

OF A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA

PARCEL 801 - PERPETUAL EASEMENT

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840, of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence North 73°23'33" East, along said existing Northerly Right of Way line of County Road 210, a distance of 23.08 feet to a point on a curve; Thence continue Northeasterly, along said existing Northerly Right of Way line of County Road 210, and along the arc of said curve, concave Southerly, having a radius of 2400.00 feet, through a total central angle of 06°24'33", an arc distance of 268.47 feet, said arc being subtended by a chord bearing and distance of North 73°06'42" East, 268.33 feet to a point of tangency; Thence North 73°23'33" East, continuing along said existing Northerly Right of Way line of County Road 210, a distance of 70.32 feet; Thence North 01°04'26" West, a distance of 883.97 feet to the POINT OF BEGINNING; Thence continue North 01°04'26" West, a distance of 20.00 feet; Thence South 89°57'54" West, a distance of 1106.25 feet; Thence South 01°12'47" West, a distance of 20.00 feet; Thence North 89°57'54" East, a distance of 1107.05 feet to the POINT OF BEGINNING.

Containing 22,133 Square Feet (0.508 Acres), more or less.

Robert & Juanita Wilson

MARVIN J. WILSON &
JANICE R. WILSON
O.R. 1963 PG. 1840

Terry Johnson

LEGEND

- Δ = DELTA ANGLE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- EXIST. = EXISTING
- R/W = RIGHT OF WAY
- O.R. = OFFICIAL RECORDS
- PG. = PAGE

GENERAL NOTES

- 1) Bearings shown hereon are based on an assumed bearing on the Northeasterly Right-of-way line of Russell Sampson Road being N52°30'26"W.
- 2) Improvements not located except as shown hereon.
- 3) This map does not represent a Boundary Survey.
- 4) This survey was made without benefit of an abstract or title. Therefore, there could be additional easements, covenants and restrictions or other matters of Public Record that may or may not affect this parcel.
- 5) Interior trail roads, fences, wells, utilities, improvements or other jurisdictional areas, if any exist, were not located, other than shown hereon.

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. T55-297

NO.	DATE	DESCRIPTION	BY

PARTY CHIEF: N/A

F.B. N/A

PG. N/A

CADD FILE: PAR-801.DWG

Drafter: M.BRENT

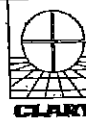
Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

DATED September 8 2004

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
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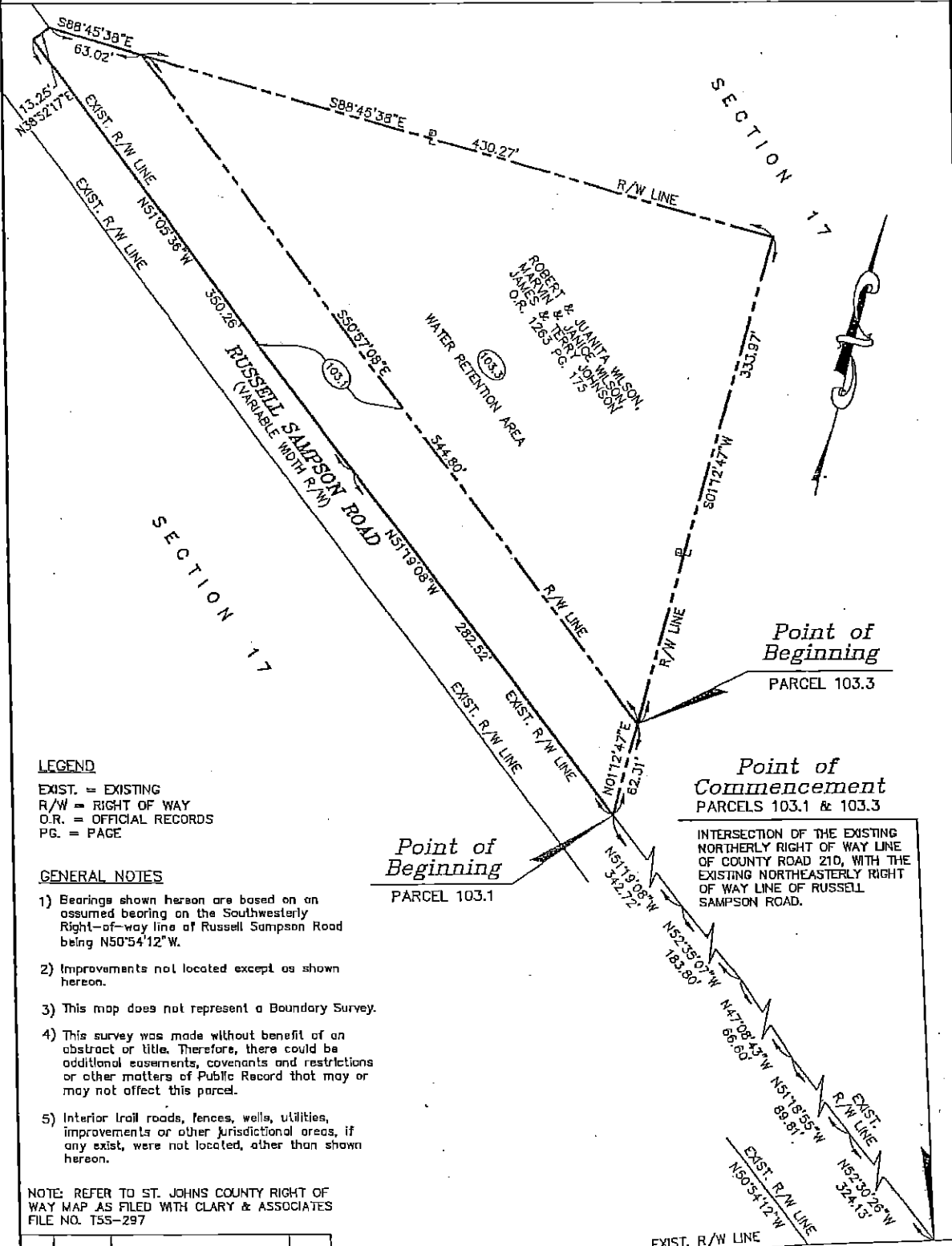


LEGEND

- SET 4" X 4" CLARY CONCRETE MONUMENT
- CONCRETE MONUMENT FOUND
- 1/2" IRON PIPE SET WITH CLARY CAP
- IRON PIPE FOUND
- x CROSS CUT
- x- FENCE

MAP SHOWING SKETCH & LEGAL

OF A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA



ROBERT & JUANITA WILSON,
MARIA & JERRY JOHNSON,
JAMES & PERRY JOHNSON
O.R. 1285 PG. 175

WATER RETENTION AREA
(103.3)

RUSSELL SAMPSON ROAD
(VARIABLE WIDTH R/W)

Point of Beginning
PARCEL 103.3

Point of Commencement
PARCELS 103.1 & 103.3

INTERSECTION OF THE EXISTING
NORTHERLY RIGHT OF WAY LINE
OF COUNTY ROAD 210, WITH THE
EXISTING NORTHEASTERLY RIGHT
OF WAY LINE OF RUSSELL
SAMPSON ROAD.

Point of Beginning
PARCEL 103.1

LEGEND

- EXIST. = EXISTING
- R/W = RIGHT OF WAY
- O.R. = OFFICIAL RECORDS
- PG. = PAGE

GENERAL NOTES

- 1) Bearings shown hereon are based on an assumed bearing on the Southwesterly Right-of-way line of Russell Sampson Road being N50°54'12"W.
- 2) Improvements not located except as shown hereon.
- 3) This map does not represent a Boundary Survey.
- 4) This survey was made without benefit of an abstract or title. Therefore, there could be additional easements, covenants and restrictions or other matters of Public Record that may or may not affect this parcel.
- 5) Interior trail roads, fences, wells, utilities, improvements or other jurisdictional areas, if any exist, were not located, other than shown hereon.

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. TSS-297

NO.	DATE	DESCRIPTION	BY
1	9-13-04	REV. PAR 103.1	MWB
		DEL. PAR. 103.2, 703.1 & 703.2	

SHEET 1 OF 2

COUNTRY ROAD 210
(VARIABLE WIDTH R/W)

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: PAR-103.DWG Drafter: M.BRENT Checked By: JES

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LEGEND

- SET 4" X 4" CLARY CONCRETE MONUMENT
- CONCRETE MONUMENT FOUND
- 1/2" IRON PIPE SET WITH CLARY CAP
- IRON PIPE FOUND
- × CROSS CUT
- x- FENCE

Job No.

DATED September 7 2004
SCALE 1" = 80'

WILSON PROPERTY



Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION