

RESOLUTION NO. 2005- 42

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, TO COMPLY WITH THE SETTLEMENT AGREEMENT IN THE LAWSUIT VIRGINIA WHETSTONE VS. ST. JOHNS COUNTY VS. CAMP, DRESSER & MCKEE AND METRIC CONSTRUCTORS, INC. , IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, CASE NO.: CA 98-1501.

RECITALS

WHEREAS, there is presently pending a Settlement Agreement (the "Settlement Agreement"), attached hereto as Exhibit "A", incorporated by reference and made apart hereof, between Virginia Whetstone ("Whetstone) and St. Johns County, Florida (the "County"), in the lawsuit filed in the Circuit Court, in and for St. Johns County, Florida, Case Number CA 98-1501 (the "Lawsuit"); and

WHEREAS, Whetstone purchased a parcel of land described as Lot 17, Green Acres, and took title to lot # 17 (the "Property") by Special Warranty Deed recorded December 4, 1996; and

WHEREAS, prior to Whetstone's purchase of Lot # 17, the County purchased an easement for the site of the proposed sewage lift station at the back corner of the Property (the "Correct Lift Station Site"); and

WHEREAS, a survey revealed that the contractors hired by St. Johns County, (Metric Constructors, Inc. and Camp, Dresser & McKee) had mistakenly built a sewage lift station on the Property adjacent to an easement site the County purchased for this purpose; and

WHEREAS, the sewage lift station is situated on the west line of Lot 17, enclosed within an area that measures approximately 40 feet by 40 feet, and is enclosed by a six-foot high chain link fence (the "Mislocated Lift Station Site"); and

WHEREAS, the sewage lift station is located within the boundaries of the Property but not within the easement site for the sewage lift station; and

WHEREAS, Whetstone and the County wish to amicably resolve the issues between them; and

WHEREAS, Whetstone has agreed to convey the Mislocated Lift Station Site to St. Johns County; and

WHEREAS, the County has agreed to convey the Correct Lift Station Site to Whetstone; and

WHEREAS, upon obtaining the Mislocated Lift Station Site, the Correct Lift Station Site will no longer be needed for County purposes and this exchange of property is in the best interest of the public; and

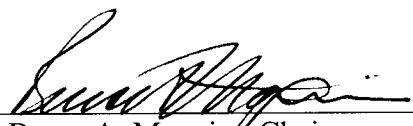
WHEREAS, said proposed exchange has been advertised in accordance with the requirements of Section 125.37, Florida Statutes.

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

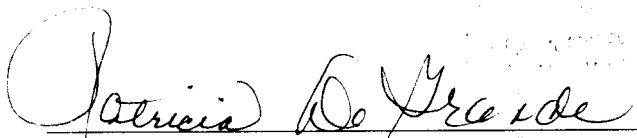
1. The above Recitals are incorporated herein as Findings of Fact.
2. The terms of the Settlement Agreement that are contained in the form attached hereto as Exhibit A are hereby approved and execution by the County Administrator is authorized.
3. The Quit Claim Deed, the contents of which are contained in the form attached hereto as Exhibit "B", incorporated by reference and made a part hereof, conveying to St. Johns County the Mislocated Lift Station Site is hereby accepted and the Clerk is instructed to record the original Quit Claim Deed in the Public Records of St. Johns County, Florida. The County shall pay any recording costs, taxes or fees associated with this deed.
4. The County Deed, the contents of which are contained in the form attached hereto as Exhibit "C"), incorporated by reference and made a part hereof, conveying to Whetstone the Correct Lift Station Site, is hereby approved for execution by the Chairman of the Board and the Clerk is instructed to record the original County Deed in the Public Records of St. Johns County, Florida. Whetstone shall pay any recording costs, taxes of fees associated with this deed.

PASSED AND ADOPTED this 6 day of April, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk of Court


By: Patricia De Grande, Deputy Clerk

Rendition Date: 4-8-05

EXHIBIT 'A' TO
RESOLUTION

SETTLEMENT AGREEMENT

This *Settlement Agreement* is entered into this ___ day of _____, 2005, by and between Virginia Whetstone (hereinafter referred to as "Whetstone"), and St. Johns County, Florida (hereinafter referred to as "St. Johns County").

WHEREAS, there is presently pending litigation between the parties filed in the Circuit Court, in and for St. Johns County, Florida, Case Number 98-1501, Division 55 (hereinafter referred to as "the Lawsuit;")

WHEREAS, Whetstone purchased a parcel of land described as Lot 17, Green Acres, and took title to lot #17 (hereinafter referred to as "the Property") by *Special Warranty Deed* recorded December 4, 1996;

WHEREAS, a survey revealed that the contractors hired by St. Johns County, (Metric Constructors, Inc. and Camp, Dresser & McKee) had mistakenly built a sewage lift station on the Property adjacent to an easement site the County purchased for this purpose;

WHEREAS, the lift station is situated on the west line of Lot 17, enclosed within an area that measures approximately 40 feet by 40 feet, and is enclosed by a six-foot high chain link fence;

WHEREAS, the lift station is located within the boundaries of the Property but not within the easement site purchased for the lift station;

WHEREAS, the sewage lift station was constructed for St. Johns County pursuant to written agreements with Camp, Dresser & McKee and Metric Constructors, Inc.;

WHEREAS, the agreement with Metric Constructors contains an indemnity clause ;

WHEREAS, the mislocation of the lift station is an act that is covered by the indemnity clause ;

WHEREAS, the cost to relocate the lift station exceeds \$100,000.00;

WHEREAS, prior to Ms. Whetstone's purchase of Lot #17, St. Johns County purchased an easement for the site of the proposed lift station at the back corner of the Property, which will hereinafter be referred to as the "Correct Lift Station Site;"

WHEREAS, the parcel where the lift station was actually constructed will be hereinafter referred to as the "Mislocated Lift Station Site;"

WHEREAS, St. Johns County owns no easement to the Mislocated Lift Station Site and the Court previously ruled in the Lawsuit that the County had not acquired this site by adverse possession;

WHEREAS, Whetstone asserts she acquired ownership of the Mislocated Lift Station Site, including the lift station, when she purchased Lot #17 in December of 1996;

WHEREAS, beginning in December of 1996, the parties attempted to resolve by settlement the issues related to the mislocation of the lift station but were unsuccessful;

WHEREAS, St. Johns County has asserted third party claims in the Lawsuit against Camp, Dresser & McKee and Metric Constructors, Inc., seeking indemnity and breach of contract damages from these parties as to any judgment against St. Johns County arising out of the misplacement of the lift station;

WHEREAS, extensive and expensive discovery remains to be conducted in the pending Lawsuit;

WHEREAS, the legal issues to be set for trial are as follows:

1. Whetstone's cause of action for damages for continuing trespass and ejectment against St. Johns County;
2. Whetstone's cause of action for injunctive relief, including a court order to prohibit future and present trespass on her property by St. Johns County, and a court order requiring removal and relocation of the lift station from the Property;
3. Whetstone's cause of action for inverse condemnation or a taking of the Mislocated Lift Station Site, plus attorney's fees;
4. St. Johns County's Counterclaim to quiet title to the Mislocated Lift Station Site;
5. St. Johns County's causes of action for breach of contract, common law indemnity and equitable subrogation against Camp, Dresser & McKee; and
6. St. Johns County's causes of action for breach of contract, common law indemnity, equitable subrogation, and contractual indemnity against Metric Constructors, Inc.

WHEREAS, Whetstone and St. Johns County wish to amicably resolve the issues between them by consenting to the entry of a final judgment against St. Johns County in an amount that reflects the actual damages supported by Whetstone's expert witnesses due to misplacement of the lift station, plus her costs incurred to bring this action in return for Whetstone's agreement to satisfy her judgment only against Metric Constructors and Camp, Dresser & McKee – and not against St. Johns County;

WHEREAS, Metric Constructors, Inc., is a North Carolina company which filed bankruptcy during the pendency of the Lawsuit and the Bankruptcy Court has lifted the automatic bankruptcy stay to allow this case to go forward against Metric only up to the amount of its insurance coverage;

WHEREAS, St. Johns County will assign its third party claims against Camp, Dresser &

McKee and Metric Constructors, Inc. to Whetstone;

WHEREAS, thereafter Whetstone will seek to collect the amount of the Consent Judgment from Camp, Dresser & McKee or from Metric Constructors, Inc. and not against St. Johns County.

IT IS THEREFORE, agreed as follows:

1. Consent Judgment: Final Judgment shall be entered in favor of Whetstone and against St. Johns County in the total amount of \$93,960.66. The *Consent Final Judgment* attached hereto as Exhibit #1 shall be executed by the parties. This amount represents \$80,000.00 in claimed trespass damages and \$13,960.66 for costs associated with bringing the Lawsuit. The parties acknowledge that Whetstone is seeking \$118,800.00 in damages and has provided appraisals and reports from expert witnesses to substantiate this amount of damages she claims for continuing trespass. The *Consent Judgment* is being entered in the lesser amount for the purpose of avoiding the extraordinary cost of a jury trial of the above listed issues. Whetstone has provided evidence that the amount of court costs was actually incurred by her in the prosecution of this action. Upon execution of this Settlement Agreement, Whetstone shall be responsible for collecting the amount of the *Consent Judgment* from Camp, Dresser & McKee, and/or Metric Constructors, Inc. Whetstone hereby waives any right to collect said judgment from St. Johns County and agrees that she shall make no attempt to collect it from St. Johns County.
2. Subrogation and Assignment of Rights: St. Johns County, Florida, as assignor and subrogor, assigns to Virginia Whetstone, her legal representatives and assigns, as assignee and subrogee, for her and their use and benefit, any and all claims, demands, and causes of action of whatsoever kind and nature, that St. Johns County has, had in the past, has now, or may have against Defendant Camp, Dresser and McKee, and Metric Constructors, Inc., or any other person or persons, whether jointly or severally, arising out of, or for, any loss, injury, or damage sustained by St. Johns County in connection with the misplacement of the lift station on real property located in St. Johns County and described as Lot 17, Green Acres. This assignment and subrogation of rights specifically includes St. Johns County's causes of action for breach of contract, common law indemnity, and equitable subrogation set forth in the County's *Amended Third Party Complaint Against Camp, Dresser & McKee* filed in this action. This assignment of rights and subrogation of rights also specifically includes St. Johns County's causes of action for breach of contract, common law indemnity, equitable subrogation and contractual indemnity set forth in the County's *Third Party Complaint Against Metric Constructors, Inc.*, filed in this action. This assignment and subrogation of rights does not include any cause of action unrelated to the aforementioned misplacement of the lift station. Upon the execution of this *Settlement Agreement*, Virginia Whetstone shall be substituted for St. Johns County as the Third Party Plaintiff in the Lawsuit. It is the intent of the parties that by executing this *Settlement Agreement* and by entry of the *Consent Judgment*, Whetstone will be placed in the legal position of St. Johns County and will "stand in

the shoes” of St. Johns County and thus is entitled to all the rights of St. Johns County against Camp, Dresser & McKee and against Metric Constructors, Inc. regarding the third party claims referenced herein.

3. Quit Claim Deed to St. Johns County: Whetstone shall execute the *Quit Claim Deed* (attached hereto as Exhibit #2) conveying the Mislocated Lift Station Site to St. Johns County. St. Johns County shall pay any recording costs, taxes or fees associated with this deed.
4. County Deed to Whetstone: St. Johns County shall execute the *County Deed* (attached hereto as Exhibit #3) conveying the Correct Lift Station Site to Whetstone. Whetstone shall pay any recording costs, taxes or fees associated with this deed.
5. Mutual Release : St. Johns County, in consideration of this agreement and other good and valuable consideration, hereby releases Virginia Whetstone, her successors and assigns, from any and all claims, suits, costs, debts, demands, actions and causes of action and releases and forever discharges Virginia Whetstone, individually, and her agents, servants and employees, successors and assigns, from all claims, suits, costs, debts, demands, actions and causes of action which the undersigned has or might have against them or any of them by reason of the issues which were raised or which could have been raised in the action filed in the Circuit Court, in and for St. Johns County, Florida, Case Number 98-1501. Specifically excluded from this release is the right to indemnity set forth in paragraphs 7 and 9, below.

In return, and in consideration therefor, Virginia Whetstone likewise completely releases and forever discharges St. Johns County, its agents, servants and employees, successors and assigns, from all claims, suits, costs, debts, demands, actions and causes of action which the undersigned has or might have against them or any of them by reason of the issues which were raised or which could have been raised in the action filed in the Circuit Court, in and for St. Johns County, Case Number 98-1501. This release applies only to conditions existing as of the date of this *Settlement Agreement*. Whetstone does not release St. Johns County from any claims that may arise in the future due to any future sewage spillage or contamination by liquid or solid sewage of the real property she owns after the recording of the Quit Claim Deeds related to the operation of the lift station.

In making this Mutual Release the undersigned parties rely wholly upon their own judgment and/or advice of their attorneys and have not been influenced to any extent whatever by any representations or statements of one another.

7. Indemnity: Whetstone hereby agrees to indemnify and hold harmless St. Johns County and all of its employees, agents, attorneys and insurers from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the Lawsuit (including Third Party Complaints), this *Settlement Agreement* or the entry of the *Consent Judgment* and

made against St. Johns County, or its employees, agents, attorneys or insurers, by Camp, Dresser & McKee or Metric Constructors, Inc.

- 8. Construction of Agreement: The parties acknowledge that both parties have had input as to the drafting of this *Settlement Agreement* and should any disagreement arise regarding the interpretation of this agreement, the agreement shall not be construed more strictly against either party.
- 9. Enforcement of this Agreement: Should any party retain counsel for the purpose of enforcing or preventing the breach of any provision of this agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney's fees and costs for the services rendered to the prevailing party including on appeal.

Witness

VIRGINIA WHETSTONE

Witness

Sworn to and subscribed before me this ____ day of _____, 2005, by VIRGINIA WHETSTONE who is personally known to me or who produced as identification.

Notary Public

Yvonne King

Witness

Bruce A Maguire

ST. JOHNS COUNTY, FLORIDA

By: Bruce A Maguire

Its: Chairman

Yvonne King

Witness

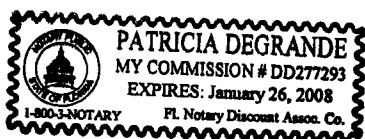
Robin L. Platt

Robin L. Platt

Sworn to and subscribed before me this 21st day of April, 2005, by Bruce A Maguire on behalf of St. Johns County, Florida, who is personally known to me, or who produced _____ as identification.

Patricia DeGrande

Notary Public



Attorneys for the parties:

STEPHEN B. GALLAGHER
Attorney for St. Johns County, Florida

Michael D. Hunt
Deputy County Attorney

ROBERT L. McLEOD, II
Attorney for Virginia Whetstone

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA 98-1501
DIVISION: 55

VIRGINIA WHETSTONE,
Plaintiff/Counterclaim Defendant,
vs.

ST. JOHNS COUNTY, FLORIDA,
Defendant/Counterclaim Plaintiff/
Third-Party Plaintiff,

vs.

CAMP, DRESSER & MCKEE,
A foreign corporation, and
METRIC CONSTRUCTORS, INC.,
a foreign corporation,
Third Party Defendants.

CONSENT FINAL JUDGMENT

This cause is before the Court upon the consent of the parties and pursuant to a *Settlement Agreement* (“Agreement”) executed by all parties on _____, 2005. Pursuant to the terms of the Agreement, attached to this Consent Judgment as Exhibit A, the parties have agreed to entry of a final judgment in favor of the Plaintiff Virginia Whetstone and against Defendant, St. Johns County, Florida. This *Consent Final Judgment* is based upon the following facts set forth in the Agreement:

- A. Whetstone purchased a parcel of land described as Lot 17, Green Acres, and took title to lot #17 (hereinafter referred to as “the Property”) by *Special Warranty Deed* recorded December 4, 1996;
- B. a survey revealed that contractors Metric Constructors, Inc. and Camp, Dresser & McKee, hired by St. Johns County, had mistakenly built a sewage lift station on the Property adjacent to an easement site the County purchased for this purpose;

- C. the lift station is situated on the west line of Lot 17, enclosed within an area that measures approximately 40 feet by 40 feet, and is enclosed by a six-foot high chain link fence;
- D. the lift station is located within the boundaries of the Property but not within the easement site purchased for the lift station;
- E. the sewage lift station was constructed for St. Johns County pursuant to written agreements with Camp, Dresser & McKee and Metric Constructors, Inc., with the agreement with Metric containing an indemnity clause;
- F. the mislocation of the lift station is an act that is covered by the indemnity clause in the agreement with Metric Constructors;
- G. the cost to relocate the lift station exceeds \$100,000.00;
- H. prior to Ms. Whetstone's purchase of Lot #17, St. Johns County purchased an easement for the site of the proposed lift station at the back corner of the Property, which will hereinafter be referred to as the "Correct Lift Station Site;"
- I. the parcel where the lift station was actually constructed will be hereinafter referred to as the "Mislocated Lift Station Site;"
- J. St. Johns County owns no easement to the Mislocated Lift Station Site and the Court previously ruled in this case that the County had not acquired this site by adverse possession;
- K. Whetstone asserts she acquired ownership of the Mislocated Lift Station Site, including the lift station, when she purchased Lot #17 in December of 1996;
- L. St. Johns County has asserted third party claims in the Lawsuit against Camp, Dresser & McKee and Metric Constructors, Inc., seeking indemnity and breach of contract damages from these parties as to any judgment against St. Johns County arising out of the misplacement of the lift station;
- M. the parties to the Agreement agree that \$80,000.00 is an amount that is substantiated by the reports and appraisals prepared by Whetstone's expert witnesses to reflect the actual damages sustained by Whetstone due to misplacement of the lift station;
- N. the parties to the Agreement agree that \$13,960.66 reflects the actual costs incurred by the Plaintiff to bring this action;
- O. Metric Constructors, Inc., is a North Carolina company which filed bankruptcy during the pendency of the Lawsuit and the Bankruptcy Court has lifted the automatic bankruptcy stay to allow this case to go forward against Metric only up to the amount of its insurance coverage;
- P. St. Johns County has assigned and subrogated its third party claims against Camp, Dresser & McKee and Metric Constructors, Inc. to Whetstone by executing the Settlement Agreement;
- Q. By the terms of the Settlement Agreement, Whetstone agrees to seek collection of the amount of this judgment, including interest, only from Camp, Dresser & McKee or from Metric Constructors, Inc. and not from only St. Johns County;
- R. The parties to the agreement have agreed to entry of this judgment for the purpose of avoiding the expense of a jury trial.

The Court is otherwise fully advised in the premises.

It is therefore,

ORDERED AND ADJUDGED as follows:

1. Plaintiff, Virginia Whetstone, shall recover from Defendant, St. Johns County, Florida, the sum of \$80,000.00, plus costs in the sum of \$13,960.66, making a total of \$93,960.66, that shall bear interest at the rate of 7% per annum from the date of this judgment forward, for which let execution issue.

2. Jurisdiction of this action is retained to enter further orders as are proper.

DONE AND ORDERED in Chambers in St. Augustine, St. Johns County, Florida this _____ day of _____, 2005.

Circuit Court Judge

Copies to:

Robert L. McLeod, II, Esq.
Stephen B. Gallagher, Esq.
Kenneth B. Jacobs, Esq.
F. Eugene Atwood, Esq.

Consent Signatures:

Witness

VIRGINIA WHETSTONE

Witness

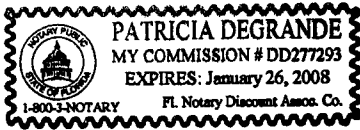
Sworn to and subscribed before me this _____ day of _____, 2005, by VIRGINIA WHETSTONE who is personally known to me or who produced _____ as identification.

Yvonne King
Witness Yvonne King
Robin L. Platt
Witness Robin L. Platt

Notary Public

Bruce A. Maguire
ST. JOHNS COUNTY, FLORIDA
By: Bruce A. Maguire
Its: Chairman

Sworn to and subscribed before me this 21st day of April, 2005, by Bruce A. Maguire on behalf of St. Johns County, Florida, who is personally known to me or who produced _____ as identification.



Patricia DeGrande
Notary Public

Attorneys for the parties:

STEPHEN B. GALLAGHER
Attorney for St. Johns County, Florida

DANIEL BOSANKO
County Attorney, St. Johns County

ROBERT L. McLEOD, II
Attorney for Virginia Whetstone

This instrument prepared
without opinion as to title by:
Allyson B. Currie, Esquire
the mcLeod firm
1200 Plantation Island Drive S.
Suite 140
St. Augustine, Florida 32080
(904) 471-5007

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this ____ day of _____, 2005, by Virginia Whetstone, Grantor, to St. Johns County, Florida, whose mailing address is 4020 Lewis Speedway, St. Augustine, FL 32084, Grantee:

WITNESSETH, That the said Grantor for and in consideration of the sum of ten dollars (\$10.00), in hand paid receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

See Attached Schedule A

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the use and benefit of the Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

VIRGINIA WHETSTONE

Printed Name

Witness Signature

Printed Name

EXHIBIT #2

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Virginia Whetstone, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

PARCEL 1

A PART OF LOT 17, GREEN ACRES SECTION ONE AS RECORDED IN MAP BOOK 6, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF GREEN ACRES ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; THENCE SOUTH 12° 30' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 221.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76° 31' 37" EAST A DISTANCE OF 43.02 FEET; THENCE SOUTH 14° 37' 13" WEST, A DISTANCE OF 38.30 FEET; THENCE NORTH 77° 27' 44" WEST A DISTANCE OF 41.60 FEET; THENCE NORTH 12° 30' 00" EAST, ALONG AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF GREEN ACRES ROAD, A DISTANCE OF 38.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES, MORE OR LESS.

This Instrument Prepared By:
Daniel J. Bosanko, Esq.
County Attorney
P.O. Box 349
St. Augustine, FL 32085-0349

COUNTY DEED

THIS DEED, made this 21st day of April, 2005, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 hereinafter the "Grantor" to **VIRGINIA WHETSTONE** whose address is 2 Coke Road, St. Augustine, Florida, 32086, hereinafter "Grantee".

WITNESSETH that the said party of the first part, in accordance with the limitations of Section 125.411, Florida Statutes, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second party, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in St. Johns County, Florida:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair, or Vice Chair, of said Board, the day and year aforesaid.

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

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;

f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;

RESERVING UNTO THE GRANTOR, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are may be in, on, or under the said land and an undivided one-half interest in all petroleum that is or may be in, or on, or under said land with the privilege to mine and develop the same.

IN ACCORDANCE with Section 125.411(3), Florida Statutes, all deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property covered thereby, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

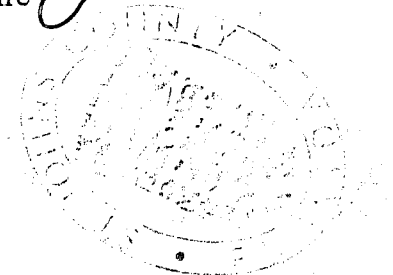
IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: *Bruce A. Maguire*
Bruce A. Maguire
Chairman

ATTEST: Cheryl Strickland, Clerk

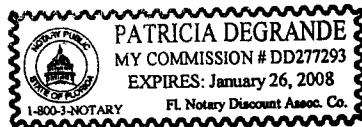
By: *Yvonne King*
Deputy Clerk



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

Pr 2005 The foregoing instrument was acknowledged before me this 21st day of April, ~~2004~~, by Bruce A. Maguire, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.

Patricia DeGrande
Notary Public State of Florida



My Commission Expires: _____

EXHIBIT 'B' TO
RESOLUTION

This instrument prepared
without opinion as to title by:
Allyson B. Currie, Esquire
the mcLeod firm
1200 Plantation Island Drive S.
Suite 140
St. Augustine, Florida 32080
(904) 471-5007

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this ____ day of _____, 2005, by Virginia Whetstone, Grantor, to St. Johns County, Florida, whose mailing address is 4020 Lewis Speedway, St. Augustine, FL 32084, Grantee:

WITNESSETH, That the said Grantor for and in consideration of the sum of ten dollars (\$10.00), in hand paid receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

See Attached Schedule A

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the use and benefit of the Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

VIRGINIA WHETSTONE

Printed Name

Witness Signature

Printed Name

EXHIBIT # **B**

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Virginia Whetstone, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

PARCEL 1

A PART OF LOT 17, GREEN ACRES SECTION ONE AS RECORDED IN MAP BOOK 6, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 AS NOW ESTABLISHED AS A 200 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF GREEN ACRES ROAD AS NOW ESTABLISHED AS A 66 FOOT RIGHT OF WAY; THENCE SOUTH 12° 30' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 221.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 76° 31' 37" EAST A DISTANCE OF 43.02 FEET; THENCE SOUTH 14° 37' 13" WEST, A DISTANCE OF 38.30 FEET; THENCE NORTH 77° 27' 44" WEST A DISTANCE OF 41.60 FEET; THENCE NORTH 12° 30' 00" EAST, ALONG AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF GREEN ACRES ROAD, A DISTANCE OF 38.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES, MORE OR LESS.

EXHIBIT 'C' TO
RESOLUTION

This Instrument Prepared By:
Daniel J. Bosanko, Esq.
County Attorney
P.O. Box 349
St. Augustine, FL 32085-0349

COUNTY DEED

THIS DEED, made this _____ day of _____, 2005, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 hereinafter the "Grantor" to **VIRGINIA WHETSTONE** whose address is 2 Coke Road, St. Augustine, Florida, 32086, hereinafter "Grantee".

WITNESSETH that the said party of the first part, in accordance with the limitations of Section 125.411, Florida Statutes, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second party, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in St. Johns County, Florida:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair, or Vice Chair, of said Board, the day and year aforesaid.

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

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;

f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;

RESERVING UNTO THE GRANTOR, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are may be in, on, or under the said land and an undivided one-half interest in all petroleum that is or may be in, or on, or under said land with the privilege to mine and develop the same.

IN ACCORDANCE with Section 125.411(3), Florida Statutes, all deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property covered thereby, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: _____
Bruce A. Maguire
Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by Bruce A. Maguire, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.

Notary Public State of Florida

My Commission Expires: _____

SEWAGE PUMPING STATION SITE

A part of Lot 17, Green Acres, Section 1, as recorded in Map Book 8 Page 5 of the Public Records of St. Johns County, Florida, and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of State Road No. 16 (A 200 foot right of way as now established), with the Easterly right of way line of Green Acres Road (A 66 foot right of way as now established); thence south 12°56'42" West, along said Easterly right of way line of Green Acres Road, a distance of 260.00 feet to the Point of Beginning; thence South 77°01'02" East, a distance of 40.00 feet; thence South 12°56'42" West, a distance of 40.00 feet to the South line of those lands described and recorded in official records Volume 96 Page 19 of said Public Records; thence North 77°01'02" West, along said South line, a distance of 40.00 feet to the aforementioned Easterly right of way line of Green Acres Road; thence North 12°56'42" East, along said right of way line, a distance of 40.00 feet to the Point of Beginning. Containing 1600 square feet, more or less.

SCHEDULE "A"