

RESOLUTION NO. 2006- 308

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE FCT OPTION AGREEMENT FOR SALE AND PURCHASE AS NEEDED FOR A COUNTY PARK, MUSEUM, AND WILDLIFE PRESERVE KNOWN AS BELUTHAHATCHEE PARK.**

**RECITALS**

**WHEREAS**, Chandler A. Martin, owner of property located at 1533 State Road 13 North, Jacksonville, Florida 32259 has executed and presented to the County an Option Agreement for Purchase and Sale, attached hereto as **Exhibit "A"**, incorporated by reference and made a part hereof; and

**WHEREAS**, this site has been selected by The LAMP Board as a future Florida Communities Trust project for a park site, museum and wildlife preserve. This home site is located on Lake Beluthahatchee see attached map referenced as **Exhibit "B"**, which delineates the site; and

**WHEREAS**, the purchase of this property is a joint acquisition between St. Johns County, Florida and Florida Communities Trust; and

**WHEREAS**, Florida Communities Trust has awarded a Grant to provide up to \$620,000.00 in acquisition cost for Beluthahatchee Park; and

**WHEREAS**, it is in the best interest of the County to acquire this adjacent site for a County Park, County Museum and Wildlife Preserve.

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

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

**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the County Administrator to execute the Option Agreement for Sale and Purchase and to proceed with due diligence requirements and to close the transaction according to the terms of the Agreement.

**Section 3.** The Clerk is instructed to file the original Option Agreement For Sale and Purchase.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19<sup>th</sup> day of September, 2006.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

Project: Beluthahatchee Park  
Project Number: 05-034-FF  
Parcel: Martin

Contract Number: \_\_\_\_\_  
Property Tax I.D. Number:003115-0000

**OPTION AGREEMENT FOR SALE AND PURCHASE**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between **CHANDLER A. MARTIN, a single man**, whose address is 1533 State Road 13, Jacksonville, Florida 32259-9251, and the **FLORIDA COMMUNITIES TRUST**, a non-regulatory agency within the Department of Community Affairs, ("Acquiring Agency") whose address is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, and **ST. JOHNS COUNTY**, a political subdivision within the State of Florida, (ALocal Government@), whose address is in care of Ms. Robin Robbins, 901 Pope Road, St. Augustine, Florida 32080. Acquiring Agency and Local Government will be collectively referred to as ("Purchaser").

1. GRANT OF OPTION. Seller hereby grants to Purchaser the exclusive option to purchase the real property located in St. Johns County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency and Local Government give written notice of exercise to Seller.

2. OPTION TERMS. The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida. The option may be exercised during the period beginning with the Purchaser's approval of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending on October 31, 2006 ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Acquiring Agency's Purchase Price (as hereinafter defined in paragraph 3.A) or Local Government's Purchase Price (as hereinafter defined in paragraph 3.A) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. TOTAL PURCHASE PRICE. The total purchase price ("Total Purchase Price") for the Property is **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS** (\$400,000.00), which, after reduction by the amount of the Option Payment, will be paid by Acquiring Agency and Local Government at closing to Seller or Seller's designated agent who meets the requirements of Section 253.025, Florida Statutes, in the manner set forth herein. The Total Purchase Price shall be paid to Seller as follows: Acquiring Agency shall pay the lesser of \$160,000.00 or 40% of the final adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Acquiring Agency's Purchase Price"), which after reduction by Acquiring Agency of the Option Payment, will be paid to Seller by state warrant at closing; and Local Government shall pay \$240,000.00 or the balance of the final adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Local Government's Purchase Price"). The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Total Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Total Purchase Price presumes that the Property contains at least 1.438 total acres, to be confirmed by the Survey as provided in Paragraph 5. This Agreement is contingent upon approval of the Total Purchase Price, Acquiring Agency's Purchase Price, and Local Government's Purchase Price by Purchaser and upon confirmation that the Acquiring Agency Purchase Price is not in excess of the final Acquiring Agency's maximum approved purchase price of the Property as determined in accordance with Rule 9K-8.007, Florida Administrative Code ("Maximum Approved Purchase Price").

This Agreement is also contingent upon Local Government's funds for closing being available at closing and upon Local Government giving written notice to Acquiring Agency, prior to the exercise of the option, that these funds are available to close in accordance with this Agreement. If such notification is not accomplished, Acquiring Agency may in its sole discretion declare this Agreement void and of no further force and effect as of that date. Local Government's funds are the sole

FCT No.: 05-034-FF5  
7/12/2006

responsibility of the Local Government. Seller shall have no recourse whatsoever, at law or equity, against Acquiring Agency or the Property as a result of any matter arising at any time whether before or after fee simple title is conveyed to Local Government, relating to Local Government's funds, Acquiring Agency shall have no obligation under this Agreement to provide any portion of Local Government's funds. Acquiring Agency's funds necessary to close are the sole responsibility of Acquiring Agency. Seller shall have no recourse whatsoever, at law or equity, against Local Government or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to Local Government, relating to Acquiring Agency's funds. Local Government shall have no obligation under this Agreement to provide any portion of Acquiring Agency's funds. Should Local Government's funds or Acquiring Agency's funds not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

Acquiring Agency and Local Government agree that the Local Government shall take fee simple title to all of the Property at the closing notwithstanding that Acquiring Agency and Local Government are required to pay all of the Total Purchase Price in the manner set forth in this Agreement. Conveyance of the Property in fee simple from Seller to Local Government will take place at the closing, in exchange for the payments to be made by Acquiring Agency and Local Government to Seller at closing as set forth above in this paragraph 3.A.

3.B. ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Acquiring Agency Purchase Price stated in paragraph 3.A. exceeds the final Acquiring Agency Maximum Approved Purchase Price of the Property, the Acquiring Agency Purchase Price will be reduced to the final Acquiring Agency Maximum Approved Purchase Price of the Property. Upon determination of the final Acquiring Agency Maximum Approved Purchase Price, the Acquiring Agency's Purchase Price and Local Government's Purchase Price will be determined and adjusted in accordance with paragraph 3.A. If the final adjusted Total Purchase Price is less than the Total Purchase Price stated in paragraph 3.A. because of a reduction in the Acquiring Agency Maximum Approved Purchase Price of the Property, Seller shall, in his sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government of his election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the final adjusted Total Purchase Price. In the event Seller fails to give Acquiring Agency and Local Government a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Local Government shall, at its sole cost and expense and at least 30 days prior to the Option Expiration Date, furnish an environmental site assessment of the Property which meets the standard of practice of the American Society of Testing Materials ("ASTM"). Local Government shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). The environmental site assessment shall be certified to Purchaser and the date of certification shall be within 90 days before the date of closing.

4.B. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental

restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Total Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and no party shall have any further obligations under this Agreement.

5. SURVEY. Local Government shall, at its sole cost and expense and not less than 35 days prior to the Option Expiration Date, furnish a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida which meets the standards and requirements of Acquiring Agency ("Survey"). It is Local Government's responsibility to ensure that the surveyor contacts the Acquiring Agency regarding these standards and requirements prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Local Government shall, at its sole cost and expense and at least 35 days prior to the Option Expiration Date, furnish a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by the Acquiring Agency, insuring marketable title of Local Government to the Property in the amount of the Total Purchase Price. Local Government shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

7. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, not including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Total Purchase Price by an amount determined by Acquiring Agency, (b) accept the title as it then is with no reduction in the Total Purchase Price, (c) extend the amount of time that Seller has to cure the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Local Government a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property. The grantee in Seller's Warranty Deed shall be **ST. JOHNS COUNTY, a political subdivision within the State of Florida.**

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Seller's closing statement and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit on Acquiring Agency forms provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt by Purchaser of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Local Government will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event the Local Government acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of Local Government prior to the exercise of the option by Purchaser.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with the this Agreement. Seller shall deliver possession of the Property to the Local Government at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, Purchaser will be entitled to recover reasonable attorney's fees and costs.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties. In the event Purchaser defaults under this Agreement and this transaction does not close, Purchaser will execute and deliver a quit claim deed to Seller which releases all Purchaser's interest in the Property.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.
21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.
23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.
24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.
25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.
27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.
29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Local Government's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE **JULY 31, 2006**, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, TOTAL PURCHASE PRICE, ACQUIRING AGENCY=S PURCHASE PRICE, AND LOCAL GOVERNMENT=S PURCHASE PRICE BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING PROJECT PLAN APPROVAL IN ACCORDANCE WITH RULE 9K-8.011, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4) LOCAL GOVERNMENT AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

**SELLER**

**CHANDLER A. MARTIN**, a single man

Linda J. White  
Witness as to Seller Linda J. White

Debbie Taylor  
Witness as to Seller Debbie Taylor

By: Chandler A. Martin  
**Chandler A. Martin**

Social Security No.: [REDACTED]

12 July 06  
Date signed by Seller

**PURCHASER**

**LOCAL GOVERNMENT**

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

\_\_\_\_\_  
Witness as to Local Government

\_\_\_\_\_  
Witness as to Local Government

By: \_\_\_\_\_

Name \_\_\_\_\_  
Print/Type

Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Clerk or Deputy Clerk)

(OFFICIAL SEAL)

Approved as to Form and Legality  
for Local Government

By: \_\_\_\_\_

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

\_\_\_\_\_  
Date signed by Local Government

**PURCHASER**

**ACQUIRING AGENCY**



**FLORIDA COMMUNITIES TRUST**

\_\_\_\_\_  
Witness as to Acquiring Agency

By: \_\_\_\_\_  
**Janice Browning**, Chief of Staff  
Department of Community Affairs

\_\_\_\_\_  
Witness as to Acquiring Agency

\_\_\_\_\_  
Date signed by Acquiring Agency

Approved as to Form and Legality

By: \_\_\_\_\_  
Trust Counsel

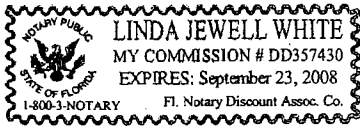
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12 day of July, 2006, by **Chandler A. Martin** who is personally known to me or who has produced a driver license issued within the last five years as identification.

(NOTARY PUBLIC)  
SEAL

*Linda J. White*  
\_\_\_\_\_  
Notary Public



(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_ as \_\_\_\_\_ of **St. Johns County, a political subdivision within the State of Florida**, on behalf of the Local Government, and is personally known to me.

(NOTARY PUBLIC)  
SEAL

\_\_\_\_\_  
Notary Public

(Printed, Typed or Stamped Name of  
Notary Public)  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by **Janice Browning**, Chief of Staff, Florida Communities Trust, on behalf of the Acquiring Agency. She is personally known to me.

(NOTARY PUBLIC)

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

A PORTION OF LOTS 27 AND 28, SCOTTS SUBDIVISION AS RECORDED IN DEED BOOK Y, PAGE 400 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 28, AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13 (A 100.00 FOOT RIGHT OF WAY) AS NOW LAID OUT; THENCE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE OF LOT 28 407.58 FEET TO THE NORTHWEST CORNER OF O.R. VOLUME 360, PAGE 431, AND THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 14 MINUTES 30 SECONDS EAST, 30.66 FEET; THENCE SOUTH 40 DEGREES 45 MINUTES 30 SECONDS EAST, 158.00 FEET, MORE OR LESS TO THE WATERS EDGE OF BELUTHATCHER LAKE; THENCE SOUTHERLY ALONG SAID WATERS EDGE 152.00 FEET, MORE OR LESS TO THE NORTHEASTERLY LINE OF O.R. VOLUME 362, PAGE 61; THENCE NORTH 40 DEGREES 45 MINUTES 30 SECONDS WEST, 213.00 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF O.R. VOLUME 362, PAGE 61; THENCE NORTH 49 DEGREES 14 MINUTES 30 SECONDS EAST, 108.34 FEET TO THE POINT OF BEGINNING.

ADDENDUM  
DISCLOSURE STATEMENT  
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:


1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to **ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida.**

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
---	-------------	----------------------------	------------------------------

FLORIDA COMMUNITIES TRUST  
APPROVED AS TO FORM AND LEGALITY  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
BENEINTL.FCT  
Revised 11/23/93

SELLER  
  
\_\_\_\_\_  
Chandler A. Martin

**ADDENDUM**  
(IMPROVEMENTS/PURCHASER)

A. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(8), Florida Statutes. Local Government may, at its sole cost and expense, have the buildings that will remain on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services. If radon gas or radon progeny is discovered, Local Government shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

B. Wood Destroying Organisms Inspection Report. Local Government may, at its sole cost and expense, obtain a Wood Destroying Organisms Inspection Report made by a state licensed pest control firm showing the buildings that are to remain on the Property to be visibly free of infestation or damage by termites or other wood-destroying pests. If the report shows such infestation or damage, Local Government shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

C. Maintenance of Improvements. Seller shall, if required by Local Government, maintain the roofs, doors, floors, steps, windows, exterior walls, foundations, all other structural components, major appliances and heating, cooling, electrical and plumbing systems on all improvements that will remain on the Property in good working order and repair up to the date of closing. Local Government may, at its expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof. If the inspection reveals that any of the improvements that will remain on the Property are in need of repair, Local Government shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

**SELLER**

CHANDLER A. MARTIN, a single man

  
Chandler A. Martin

12 July 06  
Date signed by Seller

**PURCHASER**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date signed by Local Government

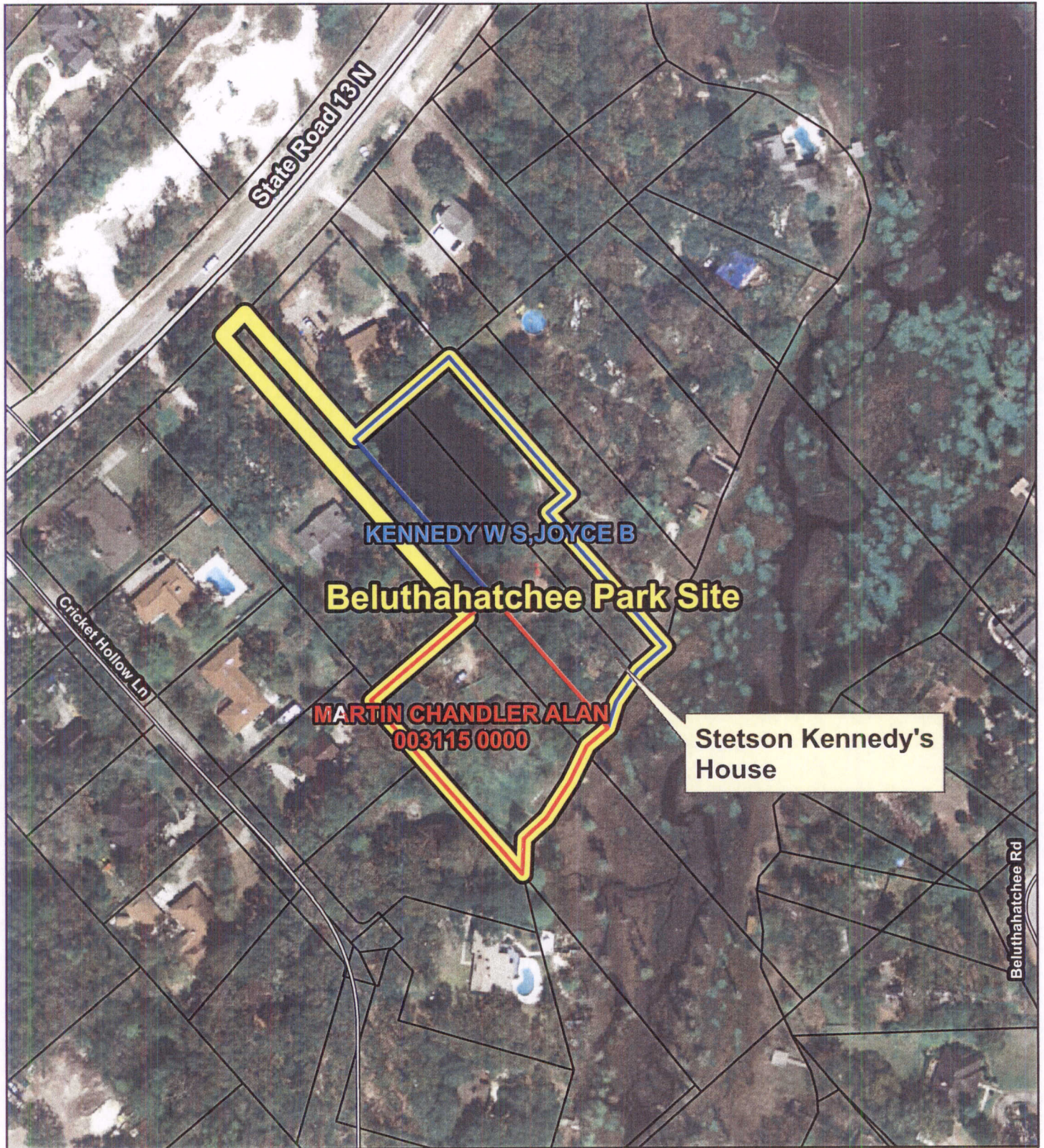
**FLORIDA COMMUNITIES TRUST**

By: \_\_\_\_\_  
Janice Browning, Chief of Staff  
Department of Community Affairs

\_\_\_\_\_  
Date signed by Acquiring Agency

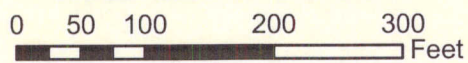
IMPURADD.FCT  
REV. 04/12/01

# Exhibit B



St. Johns County  
Real Estate Division  
(904) 209-0794  
July 13, 2006

## Beluthahatchee Park- Martin Parcel



DISCLAIMER.  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.

