

RESOLUTION NO. 2006- 373

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY AND CHANDLER A. MARTIN AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE COUNTY

RECITALS

WHEREAS, on September 19, 2006 the Board of County Commissioners approved Resolution No. 2006-308 authorizing the execution of FCT Option Agreement for Sale and Purchase of property located at 1533 State Road 13 North, Jacksonville, Florida 32259, owned by Chandler A. Martin, as part of Beluthahatchee Park, attached hereto as **Exhibit "A"**, incorporated by reference and made a part hereof; and

WHEREAS, the purchase of this property was a joint acquisition between St. Johns County, Florida and FCT (Florida Communities Trust); and

WHEREAS, Chandler A. Martin, the owner, has requested permission to use the garage and carport of subject property for a period of one year for storage of personal property, as shown in the attached Lease, attached hereto as **"Exhibit "B"**, incorporated by reference and made a part hereof; and

WHEREAS, the County has no immediate need for the garage and carport and it is in the best interest of the seller to execute the lease.

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

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Board of County Commissioners of St. Johns County hereby approves the terms and conditions of the Lease and authorizes the County Administrator to execute the Lease.
3. The Clerk of the Court of St. Johns County is instructed to file the original Lease in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 31 day of October, 2006.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk
By: Patricia DeGrade
Deputy Clerk

RENDITION DATE 11-16-06

Exhibit "A" to the 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

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.: 255 11 0437

12 July 06
Date signed by Seller

PURCHASER

LOCAL GOVERNMENT

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

Sarah C Taylor
Witness as to Local Government

Dawn K Cardenas
Witness as to Local Government

By: Ben W Adams

Name Ben W Adams
Print/Type

Its: County Administrator

Attest: Patricia Le Grande
(Clerk or Deputy Clerk)

(OFFICIAL SEAL)

Approved as to Form and Legality for Local Government

By: Michael J Hill
Date: 9/20/06

9-21-06
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: _____

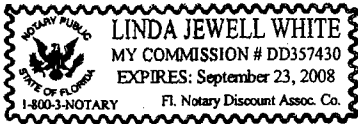
STATE OF FLORIDA
COUNTY OF ST. JOHNS

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 21st day of Sept., 2006, by Ben W. Adams, Jr. as County Administrator 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

Laura S. Taylor
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 X, 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 BELUTHATCHEE 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>
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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>
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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

PURCHASER

CHANDLER A. MARTIN, a single man

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


Chandler A. Martin

By: _____

Print Name: _____

Its: _____

12 July 06
Date signed by Seller

Date signed by Local Government

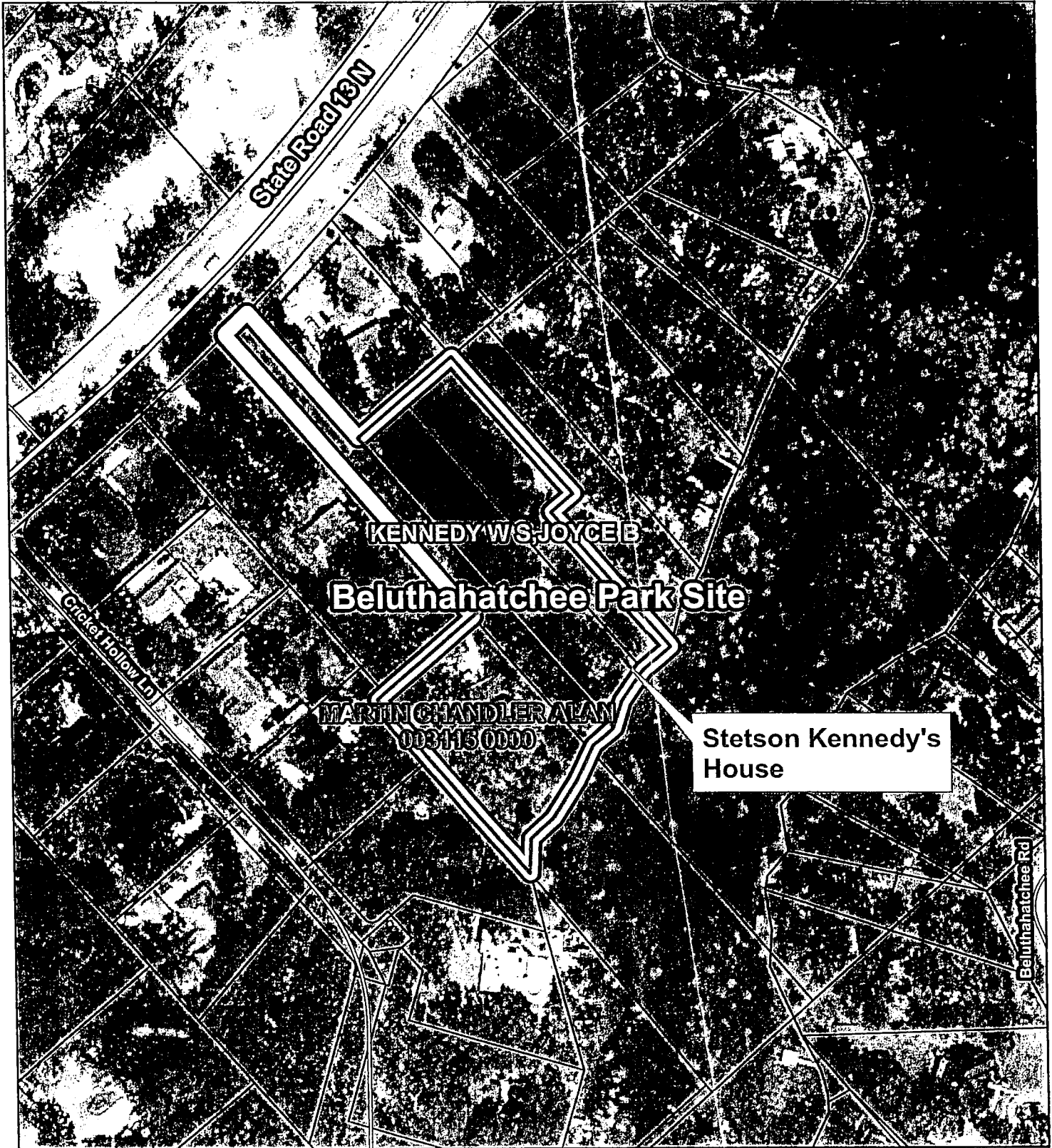
FLORIDA COMMUNITIES TRUST

By: _____
Janice Browning, Chief of Staff
Department of Community Affairs

IMPURADD.FCT
REV. 04/12/01

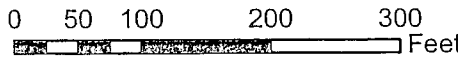
Date signed by Acquiring Agency

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.



Exhibit "B" to the Resolution

LEASE

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Landlord") and **CHANDLER A. MARTIN** whose address is _____ as ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE: _____

(B) NAME and ADDRESS OF LANDLORD:

St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32084

(C) NAME OF TENANT and ADDRESS OF TENANT:

Chandler Martin
Address _____

(D) LOCATION OF PROPERTY

1533 S.R. 13 North
Jacksonville, Florida 32259-9251

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively for storage of personal property, a 19 foot Wagner Boat, and Ford Mustang.

Section 1.03: THE PREMISES.

The Premises shall consist of the garage and carport on said property.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the ____ day of _____, 2006 and expires on the ____ day of _____, 2007.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for one (1) year beginning on the Commencement Date and expiring twelve (12) months from date of commencement.

Section 1.06 CONDITION OF PREMISES

The Tenant will take possession of the Premises without further improvement by the Landlord.

Section 1.07: RENT.

There shall be **no rental fee** for the duration of the leasing period, subject to the use of the structure being limited to storage of personal property, boat and car by Tenant.

Section 1.08: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the building in fee simple title and has full authority to enter into this Lease.

Section 1.09 INTENDED USES.

It is hereby agreed by Tenant and Landlord that should Tenant not use the premises for its intended use as storage of personal property, boat and car Tenant will vacate premises given a 30 day notice by Landlord.

**ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, to **Chandler A. Martin** as Tenant.

**ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

No rental fee is being charged by St. Johns County to Tenant. Garage and Carport area is being made available to Chandler A. Martin to store personal property, boat, and car after the sale of this site to the County.

**ARTICLE 5
MAINTENANCE. OPERATION AND REPAIR**

Section 5.01 MAINTENANCE BY LANDLORD.

Landlord shall maintain, repair and keep supporting walls, foundations, roof, and sprinkler systems, if any, mechanical systems, electrical systems, plumbing systems,

parking areas, landscaping, gutters, downspouts and all other improvements in good repair.

Landlord, however, shall have no duty to make any repairs within the Premises resulting from

- (a) any alterations, modifications or improvements made by or on behalf of Tenant;
- (b) the installation of Tenant's property, fixtures, (trade or otherwise), equipment or inventory;
- (c) Tenant's use or occupancy of the Premises in violation of this Lease or in a manner not consistent herewith; or
- (d) the acts or omissions of Tenant, its employees, agents, contractors, subtenants, invitees, licensees or customer.

Section 5.02 : MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, shall keep the Premises, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.04: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

Section 5.05: INTERIOR CLEANING OF STRUCTURE.

Tenant shall incur the cost of all general cleaning of said premises for the duration of the lease.

**ARTICLE 6
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring his personal property, boat and car on the Premise. The Landlord shall be named as an additional insured on the Tenant's liability policy.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability and property insurance covering the building.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: FIRE, EXPLOSION OR OTHER CASUALTY.

Tenant shall immediately give notice to Landlord of any damage to the Premises or Other Areas if the Premises are damaged by fire, explosion, wind, water or other casualty (" Occurrence"). To the extent that the cost of repairing the damages is less than fifty (50%) percent of the cost of completely replacing the Premises, the damage shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory , fixtures, furniture, furnishings, equipment and other personal property .If an occurrence causes damage and (i) the Premises are damaged to the extent that the cost of repairing the damage is fifty (50%) percent or more of the cost of completely replacing the Premises, or (ii) the building of which the Premises are a part is damaged to the extent that the cost of repairing the damage is twenty- five (25%) percent or more of the cost of completely replacing the building, or (iii) if the building is more than twenty-five (25%) percent of the cost of their complete replacement, Landlord, at its election, either promptly shall repair or rebuild the Premises and the buildings, or shall terminate this Lease by written notice to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders twenty-five percent (25%) or less of the Premises untenable and Tenant elects to utilize the portion not rendered untenable during Landlord's repairs, a proportionate abatement of the rent shall be allowed from the Occurrence Date until the date Landlord completes its repair and restoration. Said proportion shall be computed on the basis of the relation which the gross square footage of the untenable Premises space bears to the interior floor area of the Premises. If more than twenty five (25%) percent of the premises is rendered untenable, or if Tenant elects not to utilize the Premises for its intended purpose during the Landlord's repairs, then, if and until Landlord restores the premises to the condition it was in on the Commencement Date, the Tenant's obligation to pay Rent shall cease from the date of the Occurrence until full repair and restoration. In the event Landlord fails to notify Tenant within 30 days after the Occurrence of the Landlord's election to either repair all damages required to be repaired by Landlord or to terminate this Lease, or in the event that the Landlord's repairs take more than 120 days from the date of notification to complete, the Tenant, at its option, may unilaterally terminate this Lease.

Section 7.02: LANDLORD'S WORK.

Upon an Occurrence, Landlord need only make such repairs as are necessary to place the damaged portions of the property in the same condition as when possession of the Premises was initially delivered to Tenant.

**ARTICLE 8
DEFAULT AND REMEDIES**

Section 8.01: TENANT'S DEFAULT.

If Tenant fails to:

- (i) Cease all conduct prohibited hereby within ten (10) days of receipt of written notice from Landlord;
- (ii) Conform with the Lease provisions and is otherwise in breach of Tenant's obligations hereunder and shall not have cured the default to the satisfaction of the Landlord within fifteen (15) days following receipt of written notice from the Landlord; then, the Tenant shall be in default. Upon such default, the Landlord may terminate this Lease and re-enter and resume possession of the Premises. Upon such termination, the Tenant shall be responsible for the reasonable expenses incurred by termination of Lease.

Section 8.02: LANDLORD'S DEFAULT.

If Landlord fails to:

- (i) Take appropriate action within ten (10) days of receipt of written notice from Tenant requesting Landlord to remedy Landlord's failure to perform any of the terms, covenants and conditions hereof; or
- (ii) Conform with the Lease provisions and is otherwise in breach of Landlord's obligations hereunder and shall not have cured such failure within fifteen (15) days following receipt of written notice from Tenant; then, Landlord shall be in default. Upon such default, the Tenant may terminate this Lease, the Landlord shall be responsible for all reasonable expenses, including temporary storage, incurred by Tenant. In addition, upon such termination occasioned by Landlord's default and upon vacation of the Premises by the Tenant, the Landlord shall pay the Tenant as damages to difference between the rents required to obtain replacement premises during the remainder of the Lease Term if such replacement rents are higher than the rents herein. Upon tender of all such payments, all obligations of Landlord to Tenant under this Lease shall cease.

**ARTICLE 9
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 9.01: COVENANT NOT TO ASSIGN OR SUBLET

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than Tenant.

**ARTICLE 10
HAZARDOUS SUBSTANCES**

Section 10.01: HAZARDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA "); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

(c) Tenant hereby agrees not to store any firearms, armor, or illegal contraband on site.

**ARTICLE 11
MISCELLANEOUS**

Section 11.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 11.02 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 11.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**ARTICLE 12
LIABILITY OF PERSONAL PROPERTY OF TENANT**

Section 12.01 PERSONAL PROPERTY.

St. Johns County does not assume any responsibility of Tenants personal property, boat or car. Tenant shall hold St. Johns County harmless regarding the storage of his personal property, boat and car on said site for the duration of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

Print Witness Name: _____

Print Witness Name: _____

Linda J. White

Print Witness Name *Linda J. White*

Print Witness Name

Landlord:
ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

By: _____
Ben W. Adams, County Administrator

Tenant:
Chandler A. Martin

By: *Chandler A. Martin*

Chandler A. Martin