

RESOLUTION NO. 2007- 132

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LAND EXCHANGE/PURCHASE AND SALE AGREEMENT FROM THE WILSON FAMILY AND A PURCHASE AND SALE AGREEMENT FROM JAMES D. AND KATHY A ETHERTON FOR PROPERTY NEEDED FOR THE REALIGNMENT OF RUSSELL SAMPSON ROAD AT THE CR210 INTERSECTION.**

**RECITALS**

**WHEREAS**, the owners, The Wilson Family, have executed and presented to the County a Land Exchange and Purchase and Sale Agreement for property they own, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, The Wilson Family has agreed to do a property exchange with the County along Russell Sampson Road and the County will pay the appraised value for the additional 1.64 acres needed for the realignment; and

**WHEREAS**, The Wilson Family has requested the mineral reservations in the County Deed be released; and

**WHEREAS**, the owners, James D. and Kathy A. Etherton have presented to the County a Purchase and Sale Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, the property is needed from both property owners to construct the re-alignment of Russell Sampson Road with Leo Maguire Road at the CR210 intersection; and

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

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

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

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

**Section 2.** The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement/Land Exchange from the Wilson Family and authorizes the County Administrator to execute the document and move forward to close this transaction.

**Section 3.** The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator to execute the two original agreements and move forward to close this transaction.

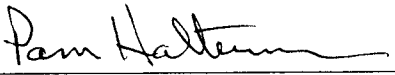
**Section 4.** The Clerk is instructed to file the original Land Exchange/Purchase and Sale Agreement from the Wilson Family and the Purchase and Sale Agreement from James D. & Kathy A. Etherton in the Clerks Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15 day of May, 2007.

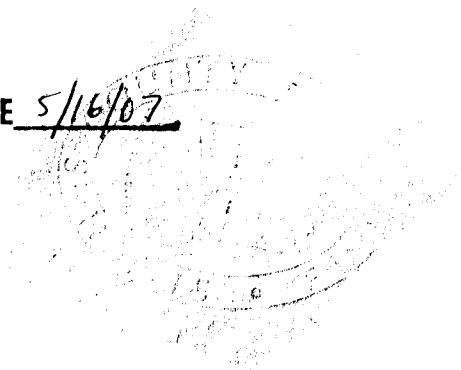
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Ben Rich, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

RENDITION DATE 5/16/07



**LAND EXCHANGE**  
**and**  
**PURCHASE AND SALE AGREEMENT**

**THIS EXCHANGE AGREEMENT** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE WILSON and TERRY JOHNSON, (Wilson Family)** whose address is 10025 Russell Sampson Road, Jacksonville, Florida 32259, and **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**RECITALS**

A. The County owns Russell Sampson Road and budgeted for a transportation improvement project to widen the road and improve the drainage. The County purchased certain parcels of property from the Wilson Family for right-of-way and stormwater retention in order to construct the Russell Sampson transportation project. The Wilson Family was compensated for 4.88+/- acres and is shown on the map in Exhibit "A", incorporated by reference and made a part hereof.

B. Robert and Juanita Wilson, Marvin and Janice Wilson and Terry Johnson (Wilson Family) are the owners of property adjacent to CR210. The Wilson Family proposes to convey a 6.52 acre parcel for a new alignment to allow St. Johns County to construct a road in alignment with CR 210 and Leo Maguire Road. St. Johns County will compensate the Wilson Family \$500,000.00 for the additional 1.64 acres needed for the new alignment. This new alignment is also shown in Exhibit "A", incorporated by reference and made a part hereof. Deposit to be held in escrow by Escrow Agent which is due within 30 days of Commission approval in the amount of \$50,000.00. The day of closing the balance will be paid. Robert J. and Juanita V. Wilson are the only owners of .29 acres and will be compensated \$88,414.63 for this property and the remainder, \$411,585.37 will be split three ways.

C. The parties are desirous of entering into an agreement whereby the Wilson Family will convey 6.52 acres of property to St. Johns County. St. Johns County will convey 4.88 acres to the Wilson Family and compensate the Wilson Family for the additional 1.64 acres to build the new alignment of Russell Sampson Road in alignment with Leo Maguire Road at the CR 210 intersection.

D. In addition to the above described exchange the County and the Wilson Family agree to the following:

1. Block the existing terminus of Russell Sampson Road at the intersection of CR 210 upon construction of the new alignment.

2. Construct an eight foot privacy fence along the northeasterly right-of-way line of the new alignment to provide a buffer and privacy behind the Wilson Family homesteads. Construct a fence on the northwesterly side of the road which does not need to be a privacy fence. Along this roadway there will be four access

points, two on each side of the road and will have gates for the Wilson Family to access.

3. Install an eight foot privacy fence will be constructed along the area where the house is located on the corner of CR210 and east of the new alignment of Russell Sampson Road.

4. Construct an unpaved access road along the drainage outfall easement southeasterly of the round about. This road will serve as the access easement for the drainage outfall.

5. The Wilson Family desires this access easement for the drainage outfall to become the relocated access road for the Terrell Pappy Road residents. The Wilson Family agrees to contact the Terrell Pappy Road residents and convey to them any necessary access easements in order for their legal access to be relocated. The Wilson Family will convey to JEA a 15' easement for utilities along the new Terrell Pappy Road in exchange for moving their pole or poles out of the existing Terrell Pappy Road for no additional cost. JEA agrees for the power pole to be located inside the fence of Robert J. and Juanita V. Wilson fence in exchange for an easement allowing access to JEA.

6. The part of Russell Sampson Road where the Wilson Family lives will be re-surfaced before the access to CR210 is closed.

7. The Wilson Family will have the timber rights to the timber located in the new alignment of Russell Sampson Road as shown on Exhibit "A" attached to this agreement. The timber will not be cut until all permits are approved.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements made herein, the County and the Wilson Family agree as follows:

1. **RECITALS.** The parties agree that the matters set forth in the Recitals are true and correct and incorporated herein by reference.

2. **CONVEYANCE OF PROPERTY.** County shall convey title to the Wilson Family by the form of deed attached hereto as Exhibit "B" (the "County Deed"), which complies with Section 125.411, Florida Statutes. The Wilson Family will deliver the special warranty deed to the County for the property needed to construct the road attached hereto as Exhibit "C". The parcels are in exchange for each other and have been advertised in accordance with Section 125.37, Florida Statutes.

3. **DEFAULT.**

a. Default by Wilson Family. If the Wilson Family defaults in performance of any of its obligations in this Agreement or breaches any warranty or representation, the County may, at its option, either terminate this Agreement and sue for its direct out-of-pocket damages, costs and attorneys fees or sue for specific performance, as well as for damages related to the delay caused by the Wilson Family breach. The Wilson Family acknowledges that time is of the essence, and agrees that any of the County's reasonable costs and reasonable attorneys fees associated with the delay of the transfer of property resulting from a default by the Wilson Family may be taxed to the Wilson Family. In no event shall the County be entitled to recover consequential

damages.

b. Default by the County. If the County defaults in performance of any of the County's obligations in this Agreement, the Wilson Family may either (i) terminate this Agreement or (ii) sue for actual damages and recover attorneys fees and costs.

4. **REPRESENTATION AND WARRANTIES BY COUNTY.** County hereby represents and warrants to the Wilson Family as follows:

a. County is a public body corporate and politic organized under the laws of the State of Florida and that it has full power and authority to execute this Agreement and to perform the obligations of the County hereunder, and that the individual executing this Agreement on behalf of the County is authorized and empowered to execute this Agreement on behalf of the County and that the execution of this Agreement by said individual shall bind the County to the terms and conditions of this Agreement.

b. There is no litigation or administrative proceeding pending or threatened which affects the title to the exchange parcel or any portion thereof.

c. There are no violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the parcel known to the County and the County has not received notice of any such violation.

d. The County is the owner of the 4.88 acres of land that is being conveyed.

5. **INSPECTION PERIOD.**

a. County Inspection. The County shall have the right for forty-five (45) days from the latter of the receipt of the Survey or delivery of the last of the Title Commitments ("Inspection Termination Date") to enter upon the parcel for the purpose of physical inspection and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine if the land is suitable for County's intended purpose. The Wilson Family hereby gives the County the right to enter upon, test and inspect the property at County's sole cost and risk. The County agrees to provide the Wilson Family with copies of all reports conducted on the property. If the County determines that the property is unsuitable, the County may terminate this Agreement by providing written notice to the Wilson Family prior to the Inspection Termination Date.

6. **SURVEY AND TITLE.**

(a) Survey and Title Deliveries. The County will have the property surveyed at its expense. The legal descriptions provided in the Survey shall be attached to the respective deeds at closing. The County shall deliver a copy of the Survey to the Wilson Family upon receipt of the final Survey from the surveyor. Within twenty (20)

days of the Effective Date of this Agreement, the Wilson Family shall deliver a title commitment for the new alignment parcels to the County (the "New Alignment Commitment") and the County shall deliver a title commitment for the Existing Russell Sampson Road property to the Wilson Family (the "Existing Russell Sampson Road Commitment" and collectively with the New Alignment Commitment, the "Title Commitments"). The Title Commitments shall be delivered together with copies of all exceptions referred to therein. The Title Commitments shall commit to insure the fee simple title to the property described therein, subject only to liens for current taxes and assessments which are not yet due and payable, and such other exceptions referred to in the Title Commitments, if any, that are not material or adverse to the title to the property or the intended uses thereof (the "Permitted Encumbrances").

(b) Defects in Title and Survey. If the Title Commitments or Survey disclose any defects in title which are not acceptable to the respective purchasing party, then the objecting party shall deliver written notice to the receiving party within twenty (20) days after the receipt of the last of the Title Commitment and the Survey. The receiving party agrees to use diligent efforts to correct the defects within forty-five (45) days subject to an expenditure of funds not to exceed \$5,000. If the receiving party is unsuccessful in removing the defects within said time then the objecting party shall have the option to either: (a) accept the title as it then is with a reduction in the consideration by an amount mutually agreed to by the Wilson Family and County, (b) accept the title as it then is with no change to the consideration, (c) extend the amount of time that receiving party has to cure the defects, or (d) terminate this Agreement, thereupon releasing County and Wilson Family from all further obligations under this Agreement.

7. **CLOSING COSTS.** The County shall, at its sole cost and expense, pay for the cost of (i) the Survey, (ii) the search fee and premium associated with the New Alignment Commitment, (iii) documentary stamps on the New Alignment Parcel Special Warranty Deed, (iv) the costs of inspecting the property (v.) its own attorney's fees and (vi) Title Insurance will not be required on the County property being conveyed to the Wilson Family, surveys are already completed and paid for by the County and documentary stamps are not due on the County property per Florida Statute . The Wilson Family will be responsible for any of their attorney fees.

8. **CLOSING DATE.** The closing shall occur on or before the date that is fifteen (15) days after the Inspection Termination Date (the "Closing Date"). The closing shall take place at the offices of the Escrow Agent, Action Title, 3670 US1 South, St. Augustine, FL 32145.

9. **REPRESENTATION AND WARRANTIES BY THE WILSON FAMILY.** The Wilson Family hereby represents and warrants to the County as follows:

a. Except as set forth in this Agreement, to the Wilson Family knowledge there is no litigation or administrative proceeding pending or threatened which affects any portion of the property to be conveyed .

b. There are no violations of any federal, state or local law ordinance,

regulation, rule, statute, code or ordinance affecting the parcel known to the Wilson Family and the County has not received notice of any such violation.

c. Wilson Family are the owners of the property to be conveyed for construction of a road.

10. **ENTIRE AGREEMENT; AMENDMENTS.** The parties hereto agree that the entire agreement between the parties is set forth in this Agreement. This instrument may be amended only by an instrument in writing signed by the persons who are the then owners of the fee simple title to the property.

11. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates shall not be deemed to be a continuing waiver or waiver of any future matter.

12. **TIME OF ESSENCE.** Time is of the essence with respect to the provisions of this Agreement which provide time periods for the taking of actions by the parties.

13. **NOTICES.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be served by personal delivery, reputable overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to Wilson Family: Wilson Family  
10025 Russell Sampson Road  
Jacksonville, FL 32259

With a copy to: John D. Bailey, PA  
Upchurch, Bailey, & Upchurch, PA  
780 Ponce De Leon Blvd.  
St. Augustine, Florida 32084

As to the County: St. Johns County, a political subdivision of the State of  
Florida  
Attn: Real Estate Division  
4020 Lewis Speedway  
St. Augustine, Florida 32084

Any notice or demand such served shall constitute proper notice hereunder upon delivery if delivered personally, upon receipt of confirmation if delivered by facsimile, or one business day after deposit with overnight courier.

14. **SUCCESSOR AND ASSIGNS.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their

respective successors and assigns.

**15. EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference to the same extent as those such exhibits were included in the body of this Agreement verbatim.

**16. PRORATIONS.** Any real property taxes shall be prorated on the basis of the 2006 taxes at the highest allowable discount.

**17. MINERAL RESERVATIONS RELEASED.** Mineral Reservations will be released from the County Deed per written request from the Wilson Family.

**IN WITNESS WHEREOF,** The County and the Wilson Family have each caused this Agreement to be executed and delivered by their duly appointed officers, the day and year first above written.

Laurie Ford  
Witness Name: Laurie Ford  
Debbie Taylor  
Witness Name: Debbie Taylor

Robert J. Wilson  
ROBERT J. WILSON

Juanita V. Wilson  
JUANITA V. WILSON

Marvin J. Wilson  
MARVIN J. WILSON

Janice R. Wilson  
JANICE R. WILSON

Terry Johnson  
TERRY JOHNSON

**ST. JOHNS COUNTY, FLORIDA**

A political subdivision of the State of Florida

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ben W. Adams, Jr.  
County Administrator



EXHIBIT "A" to  
LAND EXCHANGE  
AGREEMENT

Scale  
1"=120'



EXISTING ROW	
ETHERTON PROPERTY	0.26
WILSON PROPERTY	0.26
POND SITE	2.34
WILSON ROW	2.54
TOTAL	4.88 AC

PROPOSED ROW	
ETHERTON PROPERTY	0.26
WILSON PROPERTY	0.26
POND SITE	2.12
WILSON ROW	3.64
WILSON SUB TOTAL	6.523
ETHERTON SUB TOTAL	0.26
GRAND TOTAL	6.78 AC



Scale  
1"=120'



Existing ROW  
County ownership—Blue Hatch—4.88 acres  
Realignment Property  
Wilson Family ownership—Green Hatch—6.52 acres  
Exchange 4.88 acres—Wilson to County  
Purchase 1.64 acres from Wilson (Appraised Value)  
Total Acreage 6.52  
Purchase approximately .26 acres from Etherton  
(Appraised Value)

PROPOSED  
RUSSELL SAMPSON  
ALIGNMENT