

RESOLUTION NO. 2007- 355

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING COUNTY RESOLUTION 2007-132, BY APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A 1ST AMENDMENT TO THE LAND EXCHANGE AND PURCHASE AND SALE AGREEMENT FROM THE WILSON FAMILY DESCRIBING AND CONFIRMING THE PROPERTY NEEDED FOR THE REALIGNMENT OF RUSSELL SAMPSON ROAD AT THE CR210 INTERSECTION.

RECITALS

WHEREAS, the County entered into a Land Exchange and Purchase and Sale Agreement with the Wilson Family approved in Resolution No. 2007-132 attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the survey has been completed and the acreage for the exchange for the realignment of Russell Sampson Road and the acreage to be conveyed to the Wilson Family has been confirmed; and

WHEREAS, the acreage for the realignment of Russell Sampson Road owned by the Wilson Family is 6.37 acres and the acreage being conveyed back to the Wilson Family, that the County owns, is 4.96 acres as described in the 1st Amendment to the Land Exchange and Purchase and Sale Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the County Deed conveying the property to the Wilson Family will be held in escrow by Action Title until the new Russell Sampson Road alignment is complete and open to the public. Once the road has been opened to the public the County Deed will be recorded in the Public Records of St. Johns County, Florida.

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

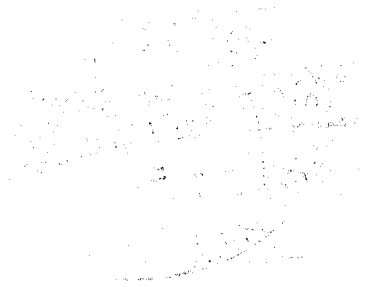
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the 1st Amendment to the Land Exchange and Purchase and Sale Agreement from the Wilson Family and authorizes the County Administrator to execute the document and move forward to close this transaction.

Section 3. All other provisions and agreements of the Land Exchange and Purchase and Sale Agreement will remain in full force.

Section 4. The Clerk is instructed to file the 1st Amendment to the Land Exchange and Purchase and Sale Agreement from the Wilson Family in the Clerks Office.

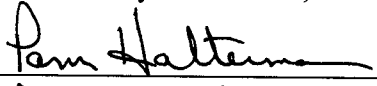
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13th day of November, 2007.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Ben Rich, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy clerk

RENDITION DATE 11/15/07

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.

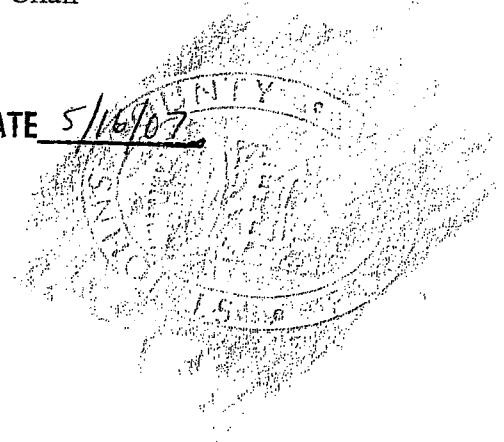
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Ben Rich
Ben Rich, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Haltem

RENDITION DATE 5/16/07



FILED

LAND EXCHANGE

and

PURCHASE AND SALE AGREEMENT

07 MAY 21 AM 11:25

THIS EXCHANGE AGREEMENT (this "Agreement") is made this 7th day of May, 2008, 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.

CHERYL STICKLAND
CLERK OF THE COMMISSION
ST. JOHNS COUNTY, FLA.

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

Laura Taylor
Witness Name: Laura Taylor

Pam Halterman
Witness Name: Pam Halterman

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

By: [Signature]
County Administrator

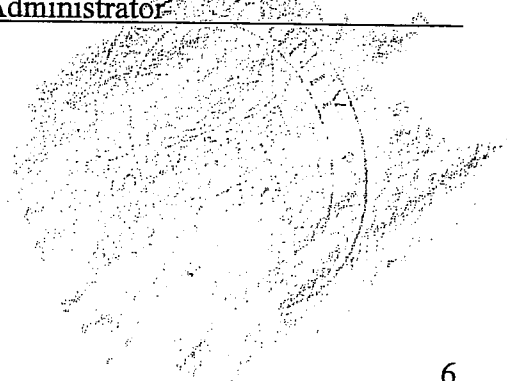
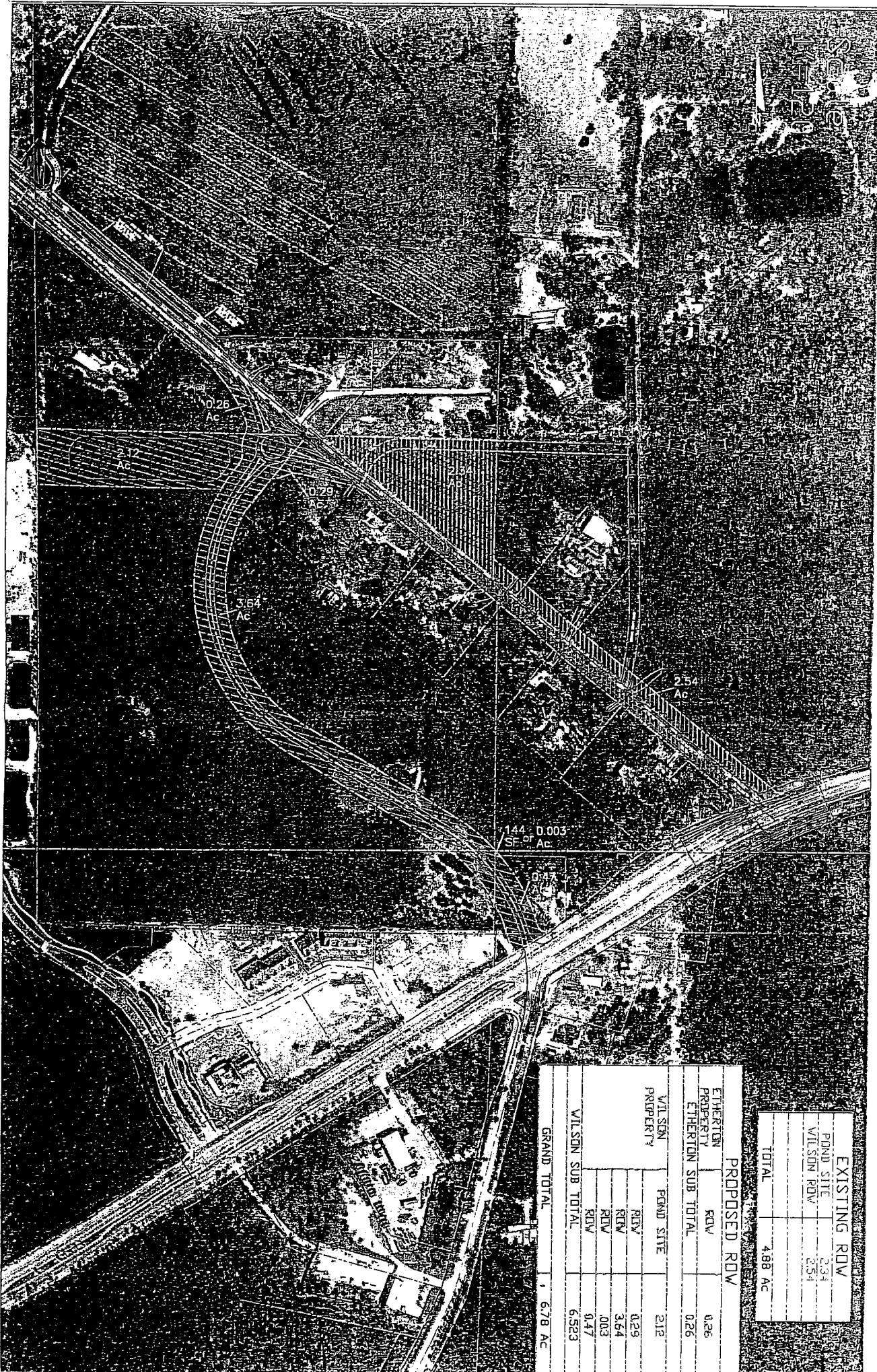


EXHIBIT "A" to
LAND EXCHANGE
AGREEMENT



| EXISTING ROW | |
|--------------|---------|
| POND SITE | 2.34 |
| VILSON ROW | 3.54 |
| TOTAL | 4.88 AC |

| PROPOSED ROW | |
|---------------------------|---------|
| ETHERTON PROPERTY ROW | 0.26 |
| ETHERTON SUB TOTAL | 0.26 |
| VILSON PROPERTY POND SITE | 2.12 |
| ROW | 0.29 |
| ROW | 3.54 |
| ROW | 0.03 |
| ROW | 0.47 |
| VILSON SUB TOTAL | 6.523 |
| GRAND TOTAL | 6.78 AC |

“Exhibit A”

The exact configuration and boundaries of “The Property” will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of “The Property” this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

EXHIBIT "B" TO LAND EXCHANGE AND PURCHASE AND SALE AGREEMENT

This Instrument Prepared By:
Michael Hunt, Esq.
Deputy County Attorney
P.O. Box 1533
St. Augustine, FL 32085-1533

COUNTY DEED

THIS DEED, made this 16 day of May, 2007, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 hereinafter the "Grantor" to **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE WILSON and TERRY JOHNSON**, whose address is 10025 Russell Sampson Road, Jacksonville, Florida 32259, hereinafter "Grantee".

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

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

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

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

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

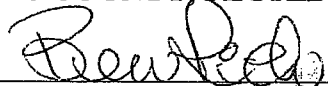
- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and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

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

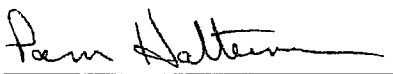
RESERVING UNTO THE GRANTOR, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are may be in, on, or under the said land and an undivided one-half interest in all petroleum that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

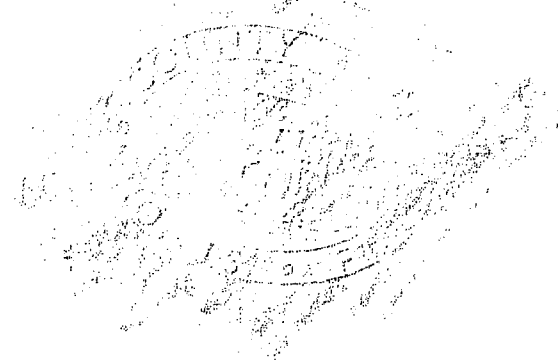
IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: 
Ben Rich, Chairman


ATTEST: Cheryl Strickland, Clerk


By: 
Deputy Clerk



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

The foregoing instrument was acknowledged before me this 16 day of May, 2007, by Ben Rich, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.


Notary Public State of Florida

My Commission Expires  **PAMELA HALTERMAN**
Notary Public, State of Florida
My Comm. expires Aug. 15, 2009
Comm. No. DD 441350

Wilson Family

PARCEL 101.1

FEE SIMPLE

PROJECT NO. 03/175

SHEET NO. 3

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

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

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

TOGETHER WITH;

PARCEL 101.2

FEE SIMPLE

SHEET NO. 3

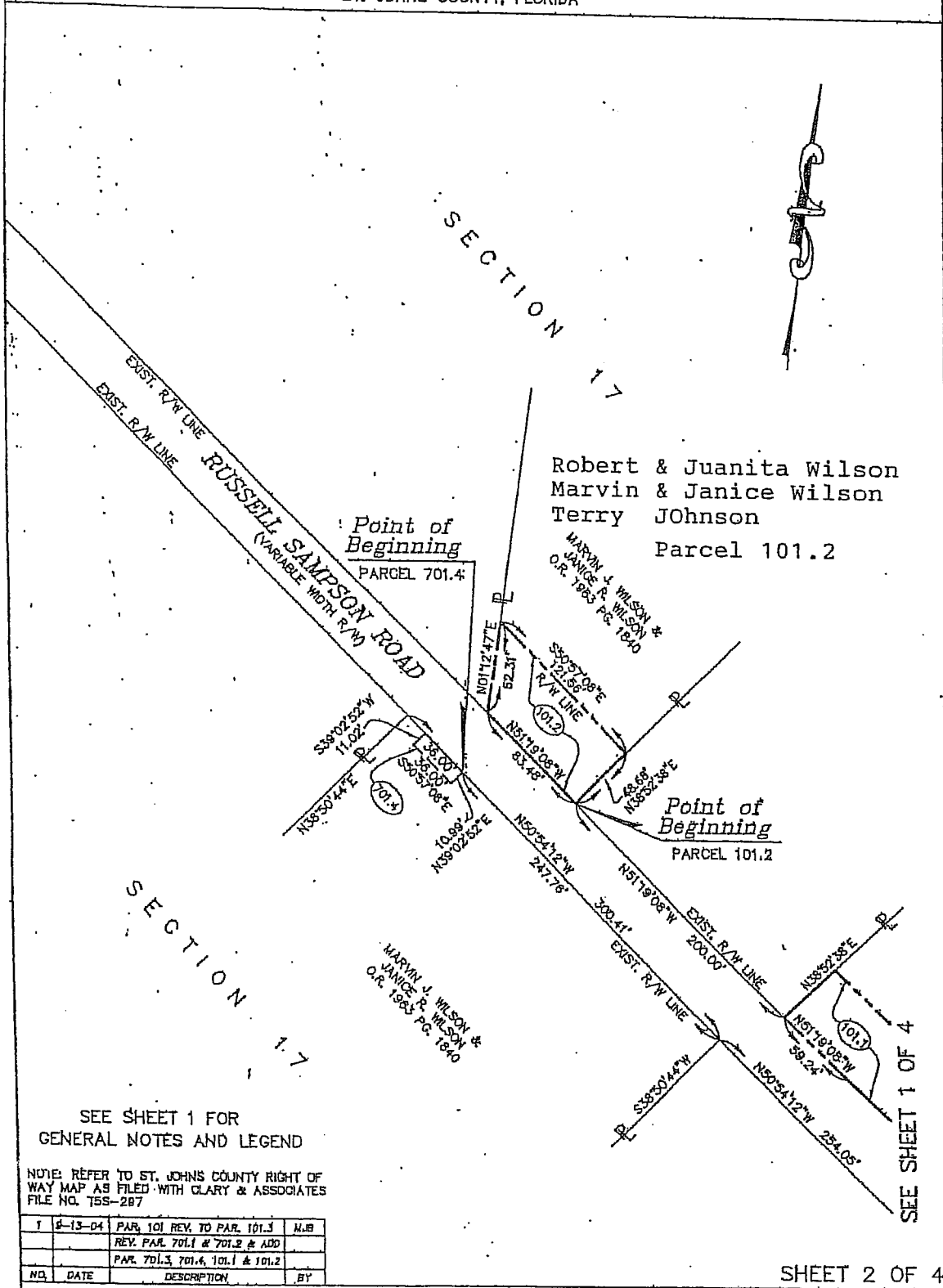
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840 of the current public records of said county), and being more particularly described as follows:

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

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

MAP SHOWING SKETCH & LEGAL

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



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

MARVIN J. WILSON &
JANICE P. WILSON
O.R. 1985 PG. 1840

SECTION 17

SEE SHEET 1 OF 4

SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF
WAY MAP AS FILED WITH CLARY & ASSOCIATES
FILE NO. 755-287

| NO. | DATE | DESCRIPTION | BY |
|-----|---------|----------------------------------|------|
| 1 | 8-13-04 | PAR. 101 REV. TO PAR. 101.3 | M.B. |
| | | REV. PAR. 701.1 & 701.2 & ADD | |
| | | PAR. 701.3, 701.4, 101.1 & 101.2 | |

SHEET 2 OF 4

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

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE)

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



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

DATED SEPTEMBER 7 2004
SCALE 1" = 80'

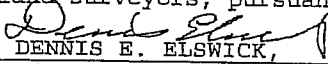
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 69, Page 223 of the current public records of said county), and being more particularly described as follows:

BEGIN at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Southwesterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence Southwesterly along said existing Northerly Right of Way line of County Road 210, and along the arc of a curve, concave Southerly, having a radius of 1196.24 feet, through a total central angle of 02°10'00", an arc distance of 45.24 feet, said arc being subtended by a chord bearing and distance of South 71°44'50" West, 45.24 feet to a point of cusp; Thence Northerly along the arc of a curve, concave Westerly, having a radius of 25.00 feet, through a total central angle of 121°34'01", an arc distance of 53.04 feet, said arc being subtended by a chord bearing and distance of North 09°52'49" East, 43.64 feet to an intersection with said existing Southwesterly Right of Way line of Russell Sampson Road; Thence South 50°54'12" East, along said existing Southwesterly Right of Way line of Russell Sampson Road, a distance of 45.71 feet to the POINT OF BEGINNING.

Containing 467 Square Feet (0.011 Acres), more or less.

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

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

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

Date: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED

Wilson Family

PARCEL 103.1

FEE SIMPLE

PROJECT NO. 03/175
SHEET NO. 3

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

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

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

TOGETHER WITH;

PARCEL 103.3

FEE SIMPLE

SHEET NO. 3

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

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

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

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

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

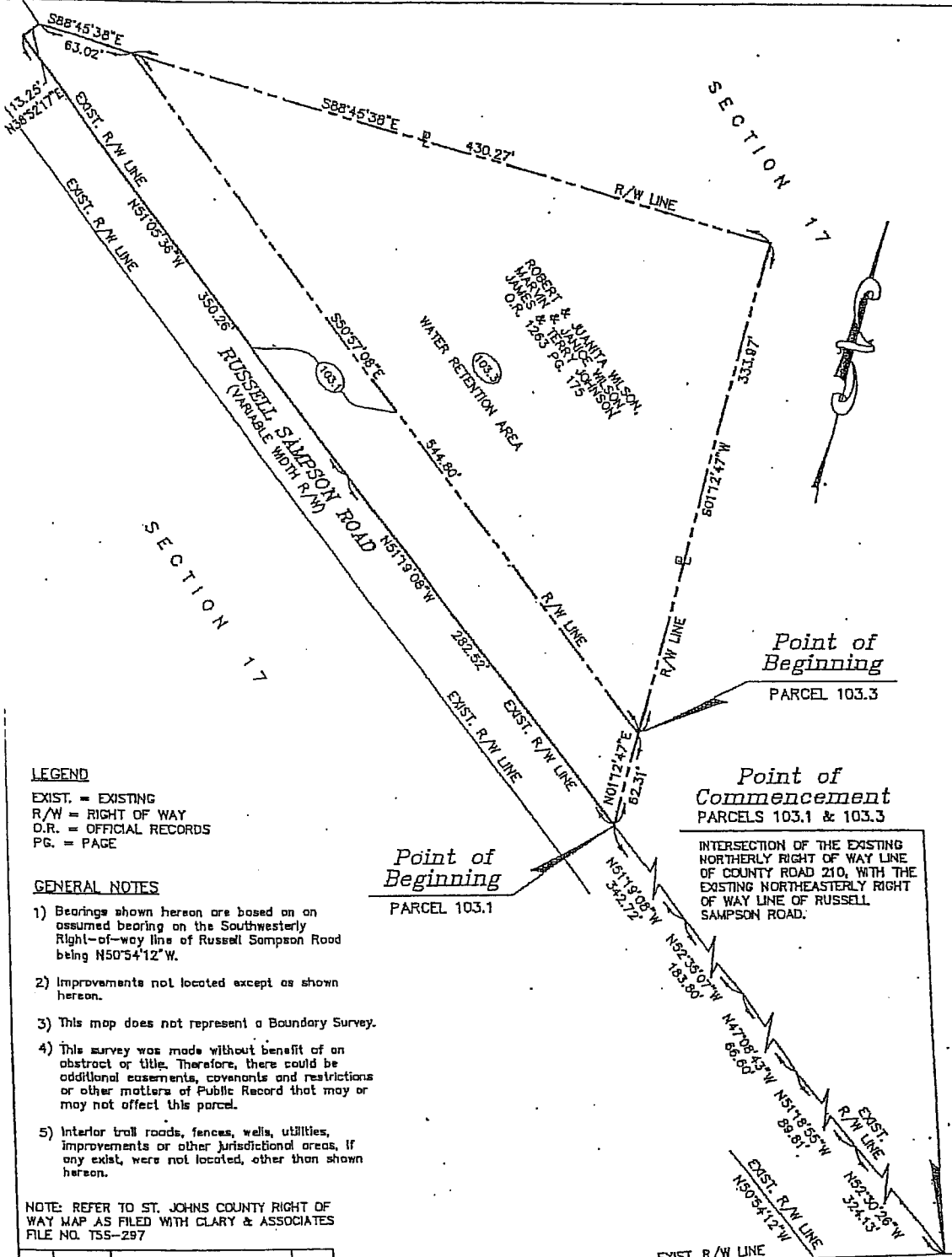
Print Name: Dennis E. Elswick P.S.M.
Florida Professional Surveyor and Mapper No.: 3190
ADDRESS: 3630 CROWN POINT ROAD, SUITE A
JACKSONVILLE, FLORIDA 32257

Date: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED

MAP SHOWING SKETCH & LEGAL

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



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

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

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

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

SHEET 1 OF 2

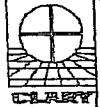
PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: PAR-103.DWG Drafter: MBRENT Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 11C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 11C17-8, FLORIDA ADMINISTRATIVE CODE)

DATED September 7, 2004

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



LEGEND

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

Job No.

PARCEL 105

FEE SIMPLE

PROJECT NO. 03/175
SHEET NO. 3

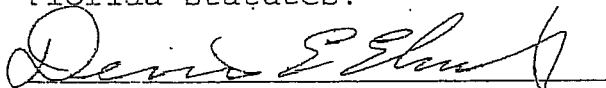
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1181, Page 1287 of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northwesterly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North $52^{\circ}30'26''$ West, a distance of 324.13 feet; COURSE 2: Thence North $51^{\circ}18'55''$ West, a distance of 89.81 feet; COURSE 3: Thence North $47^{\circ}08'43''$ West, a distance of 66.60 feet; COURSE 4: Thence North $52^{\circ}35'07''$ West, a distance of 183.80 feet; COURSE 5: Thence North $51^{\circ}19'08''$ West, a distance of 59.24 feet to an intersection with the Southeasterly line of those lands described in Official Records Volume 1181 Page 1287 of the current public records of St. Johns County, Florida, and the POINT OF BEGINNING; Thence continue North $51^{\circ}19'08''$ West, along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 200.00 feet to an intersection with the Northwesterly line of said lands described in Official Records Volume 1181, Page 1287; Thence North $38^{\circ}52'38''$ East, along last said line, a distance of 48.68 feet; Thence South $50^{\circ}57'08''$ East, a distance of 200.00 feet to an intersection with said Southeasterly line of those lands described in Official Records Volume 1181, Page 1287; Thence South $38^{\circ}52'38''$ West, along last said line, a distance of 47.40 feet to the POINT OF BEGINNING.

Containing 9608 Square Feet (0.221 Acres), more or less.

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

I further certify that said legal description is in compliance with the minimum technical standards as set forth by the Florida Board Of Professional Surveyors and Mappers, pursuant to section 472.027, Florida statutes.



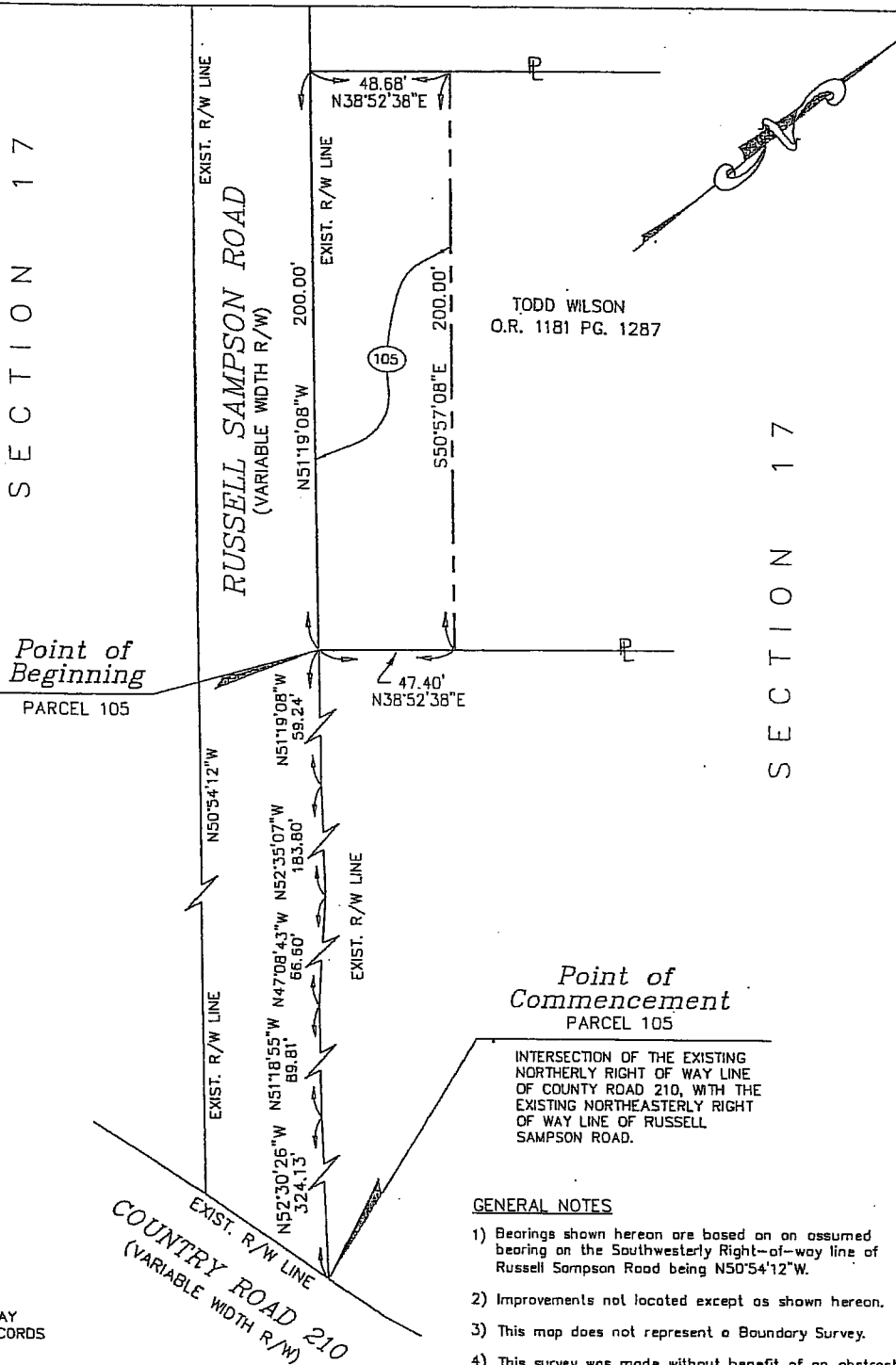
Dennis E. Elswick, PSM
Professional Surveyor and Mapper No 3190
3830 Crown Point Road, Suite A
Jacksonville, Florida 32257

MAP SHOWING SKETCH & LEGAL

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

SECTION 17

SECTION 17



TODD WILSON
O.R. 1181 PG. 1287

Point of Beginning
PARCEL 105

Point of Commencement
PARCEL 105

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

LEGEND

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

GENERAL NOTES

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

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

| NO. | DATE | DESCRIPTION | BY |
|-----|---------|-------------------|-----|
| 1 | 9-13-04 | DELETE PARCEL 704 | MJB |

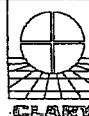
SHEET 1 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: PAR-105.DWG Drafter: M.BRENT Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61D17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND

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



LEGEND
 ■ SET 4" X 4" CLARY CONCRETE MONUMENT FOUND
 □ CONCRETE MONUMENT FOUND
 ○ 1/2" IRON PIPE SET WITH CLARY CAP

EXHIBIT "C"
TO LAND EXCHANGE AGREEMENT AND PURCHASE AND SALE
AGREEMENT

This Instrument Prepared By:
Michael Hunt, Esq.
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated _____ day of _____ 2003, is by and from **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE R. WILSON and TERRY JOHNSON**, whose address is 10025 Russell Sampson Road, Jacksonville, Florida 32259, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

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

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2006; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

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

Signed, sealed and delivered
in our presence:

Print Name: _____

ROBERT J. WILSON

Print Name: _____

JUANITA V. WILSON

MARVIN J. WILSON

JANICE R. WILSON

TERRY JOHNSON

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE R. WILSON and TERRY JOHNSON**. They are personally known to me.

Notary Public

"Exhibit A" TO SPECIAL WARRANTY DEED

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

Prepared by:
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

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

**RELEASE OF
PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS
AND
RELEASE OF RELATED RIGHTS OF ENTRY AND EXPLORATION**

THIS RELEASE is made and given this 16 day of May, 2007, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, pursuant to Section 270.11(1), F.S. the County reserved certain phosphate, mineral, metals and petroleum rights; and

WHEREAS, pursuant to Section 270.11(3), The Wilson Family, petitioned the County for a release of said reservation which petition the County has approved.

KNOWN ALL MEN BY THESE PRESENTS: That the County, for and in consideration of mutual benefits, has released and by these presents does release unto the fee simple owners of record, their successors, heirs and assigns, the following reservation, to wit:

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

Insofar as said reservation affects the property as described above.

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

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk



The foregoing instrument was acknowledged before me this 16 day of May, 2007, by Ben Rich, Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board, who is personally known to me.

Pamela Halterman

Notary Public

My Commission Expires:



PAMELA HALTERMAN
Notary Public, State of Florida
My Comm. expires Aug. 15, 2009
Comm. No. DD 441350

**Wilson Family
10025 Russell Sampson Road
Jacksonville, FL 32259**

October 11, 2006

St. Johns County Board of County Commissioners
4020 Lewis Speedway
St. Augustine, FL 32084

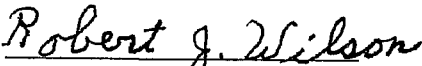
Re: Mineral Reservations in County Deed

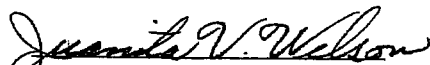
Dear Commissioners:

The Wilson Family, respectfully request that the reserved interest of all phosphate, minerals, metals and petroleum, normally contained in the County Deed be withheld due to the fact that it creates a cloud on the title to the property which could prevent us from obtaining financing and/or developing the property located on Russell Sampson Road.

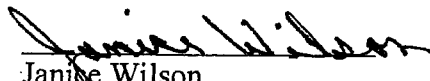
Thank you for your consideration of this request.

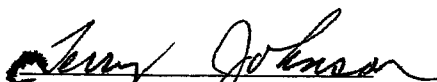
Sincerely,


Robert J. Wilson


Juanita V. Wilson


Marvin J. Wilson


Janice Wilson


Terry Johnson

FILED

PURCHASE AND SALE AGREEMENT

07 MAY 21 AM 11:25

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of May 16th, 2007, by and between ST. JOHNS COUNTY, FLORIDA, political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and JAMES D. ETHERTON and KATHY A. ETHERTON, husband and wife, whose address is 10215 Russell Sampson Road, Jacksonville, Florida 32259 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 0.26 acres located on the west side of Russell Sampson Road for the new alignment to Russell Sampson Road. The property needed will be surveyed once this has passed the Board of County Commissioners to determine the exact acreage needed to determine the exact purchase price.

The survey language is described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$5.25 a square foot for compensation of the property needed for the re-alignment of Russell Sampson Road. The Purchase Price shall be paid as follows:

| <u>Payment</u> | <u>Due Date</u> | <u>Amount</u> |
|--|--|----------------------|
| (I) Deposit to be held in Escrow by Escrow Agent (hereinafter defined) | Due within thirty (30) days of exact acreage determination | \$ <u>20,000</u> JDE |

TOTAL PURCHASE PRICE

\$5.25 sq. ft

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

2. Title Evidence.

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

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

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

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

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

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

3. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE**, 3670 US 1 South, St. Augustine, Florida 32145, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title, 3670 US 1 South, St. Augustine, Florida 32045, on or before 150 days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2006 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a general warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment, the cost of recording the deed, all of the expenses in connection with recording fees. Buyer will pay up to \$1,500.00 for sellers own legal counsel

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one hundred and twenty (120) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests or assessments including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. Such notice of termination must be given on or before the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

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

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

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

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

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

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

19. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **James D. Etherton and Kathy A. Etherton,**
10215 Russell Sampson Road
Jacksonville, Florida 32259

Buyer: **St. Johns County**
Wally J. Kropacek, Interim County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Escrow Agent: **Action Title**
3675 US 1 South
St. Augustine, Florida 32045

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein. *SEE EXHIBIT A. JDE*

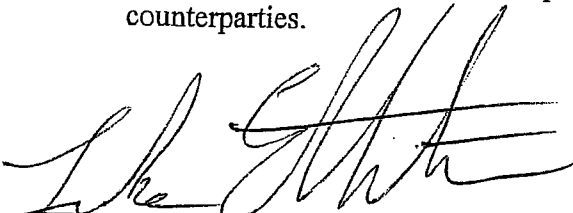
21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

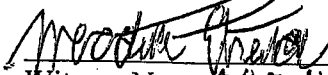
22. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

23. Board of County Commission Approval. This Agreement is subject to the adoption of a Resolution by the Board of County Commissioners, of St. Johns County authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

24. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

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


Witness Name Luke Etherton


Witness Name Mercedes Etherton


SELLER:

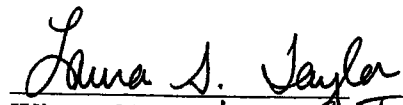
 Date: 4-7-07
JAMES D. ETHERTON

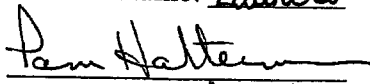
 Date: 4-7-07
KATHY A. ETHERTON

BUYER:

ST. JOHNS COUNTY, FLORIDA

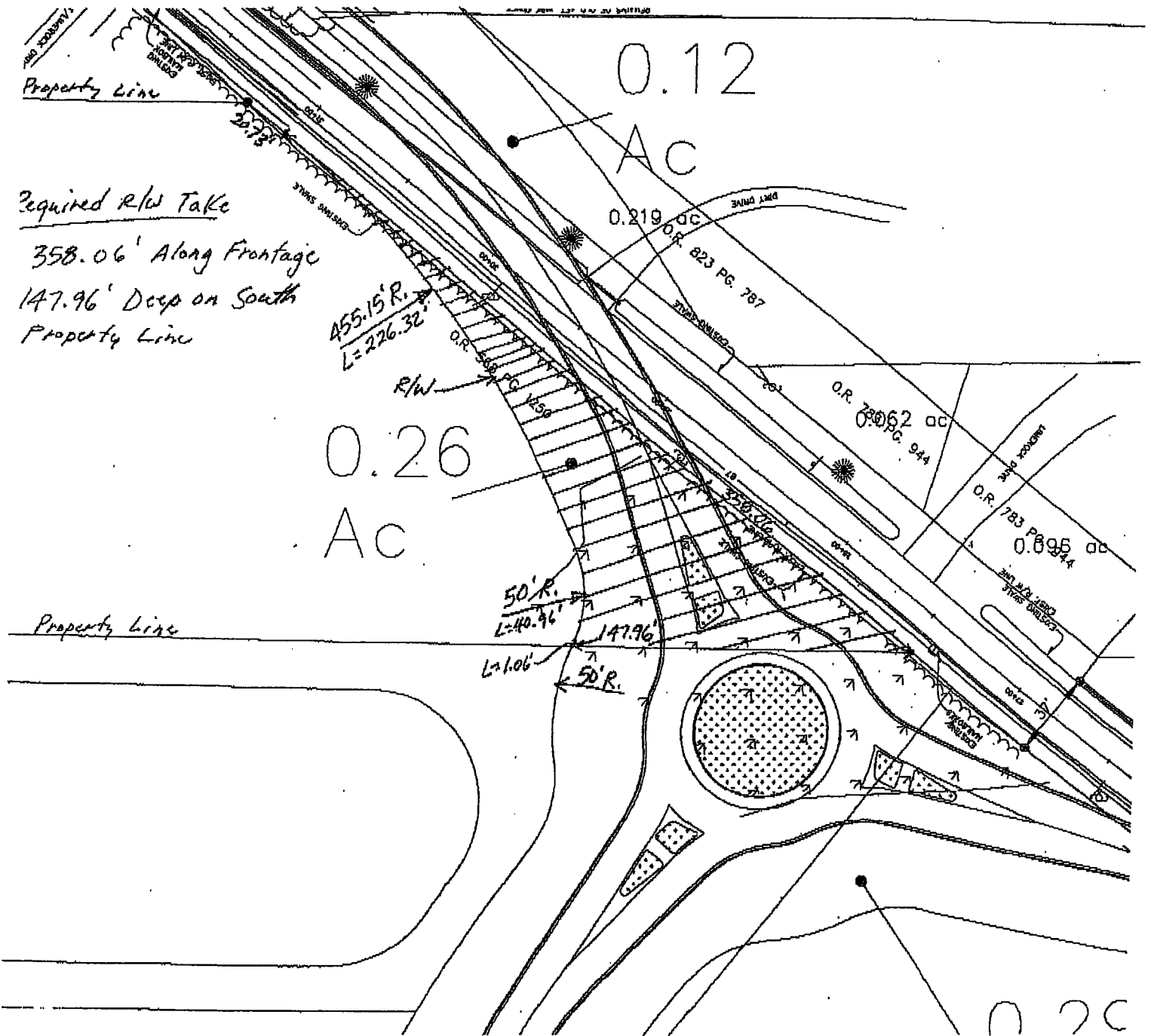
 Date: 5-18-07
Wally J. Kropacek
Interim County Administrator


Witness Name: Laura S. Taylor


Witness Name Pam Halterman

"Exhibit A"

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.



**1ST AMENDMENT TO THE LAND EXCHANGE AND
PURCHASE AND SALE AGREEMENT**

THIS 1ST AMENDMENT TO LAND EXCHANGE AND PURCHASE AND SALE AGREEMENT ("1st Amendment") dated November _____, 2007, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ('Buyer'), and **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, ("Seller").

Recitals

WHEREAS, the County entered into a Land Exchange and Purchase and Sale Agreement with the Wilson Family approved in Resolution No. 2007-132, dated May 15, 2007; and

WHEREAS, the survey has been completed and the acreage for the exchange for the re-alignment of Russell Sampson Road and the acreage to be conveyed to the Wilson Family has been confirmed; and

WHEREAS, the acreage for the realignment of Russell Sampson Road owned by the Wilson Family is 6.37 acres, attached hereto as Exhibit "A", incorporated by reference and made a part hereof and the acreage being conveyed back to the Wilson Family, that the County owns, is 4.96 acres, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the Wilson Family will be compensated for the difference in acreage which is 1.41 acres in an amount of \$429,937.20 out of this amount \$48,787.20 will be paid to Robert J. and Juanita V. Wilson as they are the only owners of Parcel 102. The \$381,150.00 will be split three ways to the Wilson Family for a total of \$127,050.00 each. This transaction will close by January 11, 2008. Terrell Pappy Road will be a dirt private road and be constructed as a 50' right a way; and

WHEREAS, the County Deed conveying the property to the Wilson Family will be held in escrow by Action Title until the new Russell Sampson Road alignment is complete and open to the public. Once the road has been opened to the public the County Deed will be recorded in the Public Records of St. Johns County, Florida.

WHEREAS, all other provisions of the Land Exchange and Purchase and Sale Agreement will remain in full force.

NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated by reference and made a part hereof.
2. Sellers agree to the revisions of the 1st Amendment of the Land Exchange and Purchase and Sale Agreement.
3. All other provisions of the Land Exchange and Purchase and Sale Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Debbie Taylor
Print Witness Name Debbie Taylor

Laurie Ford
Print Witness Name Laurie Ford

Sellers:

Robert J. Wilson
Robert J. Wilson

Juanita V. Wilson
Juanita V. Wilson

Marvin J. Wilson
Marvin J. Wilson

Janice Wilson
Janice Wilson

Terry Johnson
Terry Johnson

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

Print Witness Name: _____

Print Witness Name: _____

By: _____
Michael D. Wanchick
County Administrator

EXHIBIT "A" TO 1st AMENDMENT TO THE LAND
EXCHANGE AND PURCHASE AND SALE AGREEMENT

This Instrument Prepared By:
Michael Hunt, Esq.
St. Johns County
4020 Lewis Speedway
St. Augustine, Florida 32084

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated _____ day of _____ 2003, is by and from **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE R. WILSON and TERRY JOHNSON**, whose address is 10025 Russell Sampson Road, Jacksonville, Florida 32259, hereinafter called the Grantor, and **ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of St. Johns, State of Florida, being more particularly described as follows:

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

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to ad valorem property taxes accruing subsequent to December 31, 2006; and covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

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

Signed, sealed and delivered
in our presence:

Print Name: _____

ROBERT J. WILSON

Print Name: _____

JUANITA V. WILSON

MARVIN J. WILSON

JANICE R. WILSON

TERRY JOHNSON

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE R. WILSON and TERRY JOHNSON**. They are personally known to me.

Notary Public

MAP SHOWING A SKETCH & DESCRIPTION

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

PARCEL 101.1

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2073, PAGE 794, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA; THENCE SOUTH 88°45'30" EAST, ALONG THE SOUTHERLY LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 606.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°45'30" EAST, ALONG SAID SOUTHERLY LINE OF THE NORTHEAST 1/4, A DISTANCE OF 149.29 FEET TO THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 51°07'43" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 23.40 FEET; THENCE SOUTH 38°50'44" WEST, DEPARTING SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 144.63 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 21°02'35", AN ARC DISTANCE OF 73.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°36'00" WEST, 73.04 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 455.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 93°18'56", AN ARC DISTANCE OF 741.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°34'45" EAST, 661.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 59°14'13" EAST, A DISTANCE OF 488.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 42°41'31", AN ARC DISTANCE OF 406.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°53'28" EAST, 396.76 FEET; THENCE SOUTH 76°52'29" EAST, A DISTANCE OF 48.08 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, AND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2815.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 03°21'54", AN ARC DISTANCE OF 165.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°03'26" WEST, 165.31 FEET; THENCE NORTH 10°28'55" EAST, DEPARTING SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A DISTANCE OF 50.37 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 455.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 46°57'23", AN ARC DISTANCE OF 372.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°45'32" WEST, 362.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 59°14'13" WEST, A DISTANCE OF 488.36 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 545.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 95°17'15", AN ARC DISTANCE OF 906.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°35'36" WEST, 805.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 35°47'23", AN ARC DISTANCE OF 124.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°09'20" EAST, 122.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.100 ACRES, MORE OR LESS.

SHEET 2 OF 2

PARTY CHIEF: N/A

F.B. N/A PG. N/A

DATE: 08/28/07

Drafter: J.SHEPARD

Checked By: JES 

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

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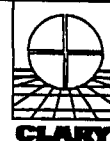
DATED AUGUST 28, 20 07

SCALE N/A

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



LEGEND



DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Job No. 2007-282

MAP SHOWING A SKETCH & DESCRIPTION

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

Point of Commencement

SOUTHWEST CORNER OF THE
NORTHEAST 1/4 OF
SECTION 17

SOUTH LINE OF THE
NORTHEAST 1/4 OF
SECTION 17,
TOWNSHIP 5 SOUTH,
RANGE 28 EAST

606.69'
S88°45'30"E

Point of Beginning
PARCEL 101.1

$\Delta=95^{\circ}17'15''$
R=545.00'
L=906.38'
CH=805.48'
CB=N11°35'36"W

$\Delta=21^{\circ}02'35''$
R=200.00'
L=73.45'
CH=73.04'
CB=S44°36'00"W

$\Delta=93^{\circ}18'58''$
R=455.00'
L=741.04'
CH=661.81'
CB=S12°34'45"E

$\Delta=42^{\circ}41'31''$
R=545.00'
L=406.09'
CH=396.76'
CB=S37°53'28"E

$\Delta=46^{\circ}57'23''$
R=455.00'
L=372.89'
CH=362.54'
CB=N35°45'32"W

101.1

P.T.

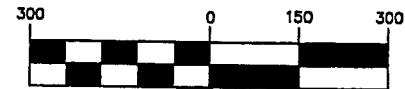
P.T.

GENERAL NOTES

- 1) Bearings shown hereon are based on bearing on the Southwesterly Right-of-way line of Russell Sampson Road being N51°07'43"W.
- 2) Improvements not located except as shown hereon.
- 3) This map does not represent a Boundary Survey.
- 4) This survey was made without benefit of an abstract or title. Therefore, there could be additional easements, covenants and restrictions or other matters of Public Record that may or may not affect this parcel.
- 5) Interior trail roads, fences, wells, utilities, improvements or other jurisdictional areas, if any exist, were not located, other than shown hereon.
NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. T5S-297, AND T5S-633.

| CURVE TABLE | | | | | |
|-------------|----------|-----------|---------|-------------|---------|
| CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD |
| C1 | 2815.00' | 03°21'54" | 165.33' | S54°03'26"W | 165.31' |
| C2 | 200.00' | 35°47'23" | 124.93' | N18°09'20"E | 122.91' |

GRAPHIC SCALE



(IN FEET)

1 inch = 300 ft.

LEGEND

- C.R. = COUNTY ROAD
- EXIST. = EXISTING
- No. = NUMBER
- R/W = RIGHT OF WAY
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S88°45'30"E | 149.29' |
| L2 | S51°07'43"E | 23.40' |
| L3 | S38°50'44"W | 144.63' |
| L4 | S76°52'29"E | 48.08' |
| L5 | N10°28'55"E | 50.37' |

C.R. No. 210
(VARIABLE WIDTH R/W)

SHEET 1 OF 2

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: 101-1.DWG DATE: 08/28/07 Drafter: J.SHEPARD Checked By: JES

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DATED AUGUST 28, 2007
SCALE 1" = 300'

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



LEGEND

Dennis E. Elswick

DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Job No. 2007-282

MAP SHOWING A SKETCH & DESCRIPTION

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

PARCEL 101.2

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2073, PAGE 794, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA; THENCE SOUTH 88°45'30" EAST, ALONG THE SOUTHERLY LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 321.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°45'30" EAST, ALONG SAID SOUTHERLY LINE OF THE NORTHEAST 1/4, A DISTANCE OF 284.93 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 35°47'23", AN ARC DISTANCE OF 124.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°09'20" WEST, 122.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 545.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 33°24'43", AN ARC DISTANCE OF 317.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°20'41" WEST, 313.33 FEET; THENCE NORTH 61°39'02" WEST, A DISTANCE OF 323.95 FEET; THENCE NORTH 69°55'02" EAST, A DISTANCE OF 16.73 FEET; THENCE NORTH 35°50'34" EAST, A DISTANCE OF 59.00 FEET; THENCE SOUTH 81°50'05" EAST, A DISTANCE OF 28.11 FEET; THENCE NORTH 66°20'12" EAST, A DISTANCE OF 47.87 FEET; THENCE NORTH 28°43'31" WEST, A DISTANCE OF 23.58 FEET; THENCE NORTH 06°30'05" EAST, A DISTANCE OF 46.13 FEET; THENCE NORTH 42°41'12" EAST, A DISTANCE OF 54.97 FEET; THENCE NORTH 48°05'37" EAST, A DISTANCE OF 18.37 FEET; THENCE SOUTH 79°38'39" EAST, A DISTANCE OF 18.02 FEET; THENCE NORTH 09°08'42" WEST, A DISTANCE OF 52.35 FEET; THENCE NORTH 71°35'32" WEST, A DISTANCE OF 27.93 FEET; THENCE NORTH 20°38'14" WEST, A DISTANCE OF 20.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.107 ACRES, MORE OR LESS.

SHEET 2 OF 2

PARTY CHIEF: N/A

F.B. N/A

PG. N/A

DATE: 08/28/07

Drafter: J.SHEPARD

Checked By: JES *JES*

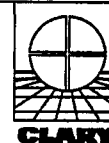
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 81G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 81G17-8, FLORIDA ADMINISTRATIVE CODE)

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



LEGEND

DATED AUGUST 28, 20 07

SCALE N/A

Dennis E. Elswick

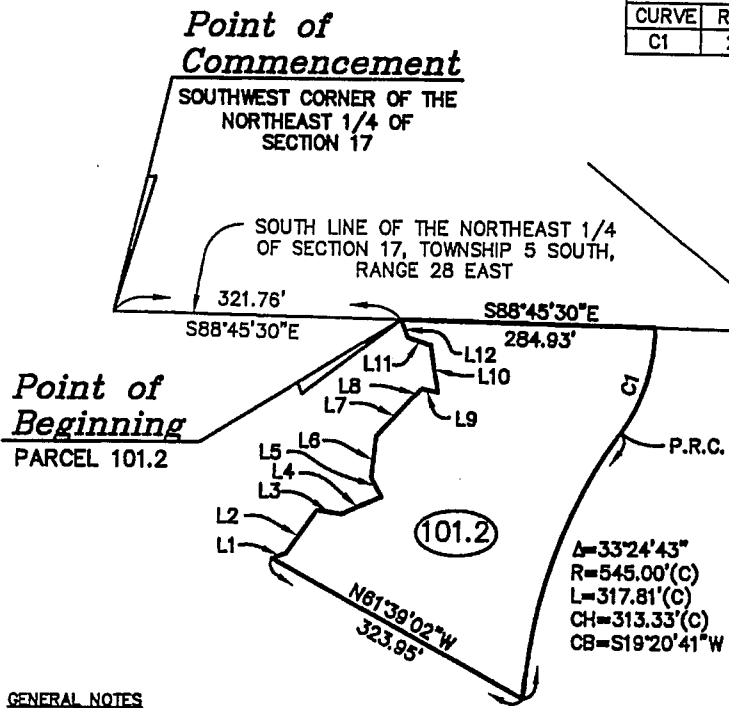
DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Job No. 2007-282

MAP SHOWING A SKETCH & DESCRIPTION

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

| CURVE TABLE | | | | | |
|-------------|---------|-----------|---------|-------------|---------|
| CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD |
| C1 | 200.00' | 35°47'23" | 124.93' | S18°09'20"W | 122.91' |

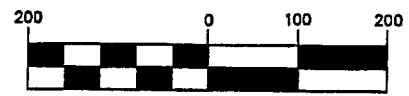


GENERAL NOTES

- 1) Bearings shown hereon are based on bearing on the Southwesterly Right-of-way line of Russell Sampson Road being N51°07'43\"W.
 - 2) Improvements not located except as shown hereon.
 - 3) This map does not represent a Boundary Survey.
 - 4) This survey was made without benefit of an abstract or title. Therefore, there could be additional easements, covenants and restrictions or other matters of Public Record that may or may not affect this parcel.
 - 5) Interior trail roads, fences, wells, utilities, improvements or other jurisdictional areas, if any exist, were not located, other than shown hereon.
- NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. T5S-297, AND T5S-633.

| LINE TABLE | | |
|------------|--------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N69°55'02\"E | 16.73' |
| L2 | N35°50'34\"E | 59.00' |
| L3 | S81°50'05\"E | 28.11' |
| L4 | N66°20'12\"E | 47.87' |
| L5 | N28°43'31\"W | 23.58' |
| L6 | N06°30'05\"E | 46.13' |
| L7 | N42°41'12\"E | 54.97' |
| L8 | N48°05'37\"E | 18.37' |
| L9 | S79°38'39\"E | 18.02' |
| L10 | N09°08'42\"W | 52.35' |
| L11 | N71°35'32\"W | 27.93' |
| L12 | N20°38'14\"W | 20.87' |

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

SHEET 1 OF 2

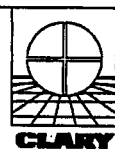
| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |
| | | | |

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: 101-2.DWG DATE: 08/28/07 Drafter: J.SHEPARD Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE)

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



LEGEND

- EXIST. = EXISTING
- R/W = RIGHT OF WAY
- PRC = POINT OF REVERSE CURVATURE

DATED AUGUST 28, 20 07
SCALE 1" = 200'

Dennis E. Elswick
DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Job No. 2007-282

EXHIBIT "B" TO 1st AMENDMENT TO THE LAND
EXCHANGE AND PURCHASE AND SALE AGREEMENT

This Instrument Prepared By:
Michael Hunt, Esq.
Deputy County Attorney
P.O. Box 1533
St. Augustine, FL 32085-1533

COUNTY DEED

THIS DEED, made this _____ day of _____, 200_, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 hereinafter the "Grantor" to **ROBERT J. WILSON and JUANITA V. WILSON, MARVIN J. WILSON and JANICE WILSON and TERRY JOHNSON**, whose address is 10025 Russell Sampson Road, Jacksonville, Florida 32259, hereinafter "Grantee".

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

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

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

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

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

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

- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

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

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

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

BY: _____
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by Ben Rich, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.

Notary Public State of Florida

My Commission Expires: _____

Wilson Family

PARCEL 101.1

FEE SIMPLE

PROJECT NO. 03/175
SHEET NO. 3

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

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

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

TOGETHER WITH;

PARCEL 101.2

FEE SIMPLE

SHEET NO. 3

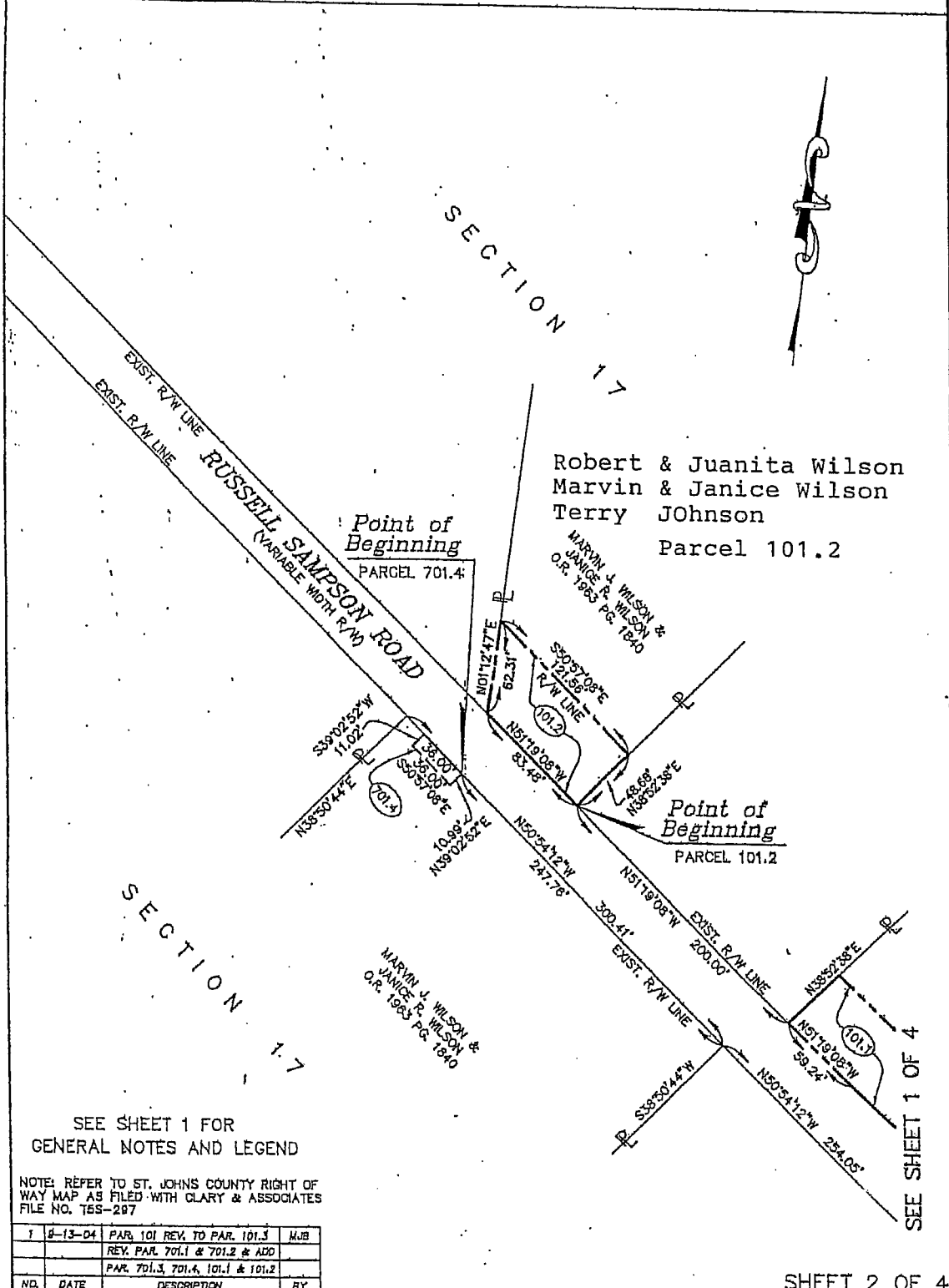
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1963, Page 1840 of the current public records of said county), and being more particularly described as follows:

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

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

MAP SHOWING SKETCH & LEGAL

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



SEE SHEET 1 FOR
GENERAL NOTES AND LEGEND

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF
WAY MAP AS FILED WITH CLARY & ASSOCIATES
FILE NO. TSS-207

| NO. | DATE | DESCRIPTION | BY |
|-----|---------|----------------------------------|-----|
| 1 | 8-13-04 | PAR. 101 REV. TO PAR. 101.3 | MJB |
| | | REV. PAR. 701.1 & 701.2 & ADD | |
| | | PAR. 701.3, 701.4, 101.1 & 101.2 | |

SHEET 2 OF 4

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

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61017-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

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



| LEGEND | |
|--------|---|
| ✱ | SET 4" X 4" CLARY CONCRETE MONUMENT FOUND |
| □ | CONCRETE MONUMENT FOUND |
| ○ | 1/2" IRON PIPE SET WITH CLARY CAP |
| ● | IRON PIPE FOUND |
| ✕ | CROSS CUT |
| —X— | FENCE |

DATED SEPTEMBER 7 2004
SCALE 1" = 80'

A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 69, Page 223 of the current public records of said county), and being more particularly described as follows:

BEGIN at the intersection of the existing Northerly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Southwesterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence Southwesterly along said existing Northerly Right of Way line of County Road 210, and along the arc of a curve, concave Southerly, having a radius of 1196.24 feet, through a total central angle of $02^{\circ}10'00''$, an arc distance of 45.24 feet, said arc being subtended by a chord bearing and distance of South $71^{\circ}44'50''$ West, 45.24 feet to a point of cusp; Thence Northerly along the arc of a curve, concave Westerly, having a radius of 25.00 feet, through a total central angle of $121^{\circ}34'01''$, an arc distance of 53.04 feet, said arc being subtended by a chord bearing and distance of North $09^{\circ}52'49''$ East, 43.64 feet to an intersection with said existing Southwesterly Right of Way line of Russell Sampson Road; Thence South $50^{\circ}54'12''$ East, along said existing Southwesterly Right of Way line of Russell Sampson Road, a distance of 45.71 feet to the POINT OF BEGINNING.

Containing 467 Square Feet (0.011 Acres), more or less.

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

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

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

Date: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED

Wilson Family

PARCEL 103.1

FEE SIMPLE

PROJECT NO. 03/175
SHEET NO. 3

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

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

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

TOGETHER WITH;

PARCEL 103.3

FEE SIMPLE

SHEET NO. 3

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

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

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

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

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

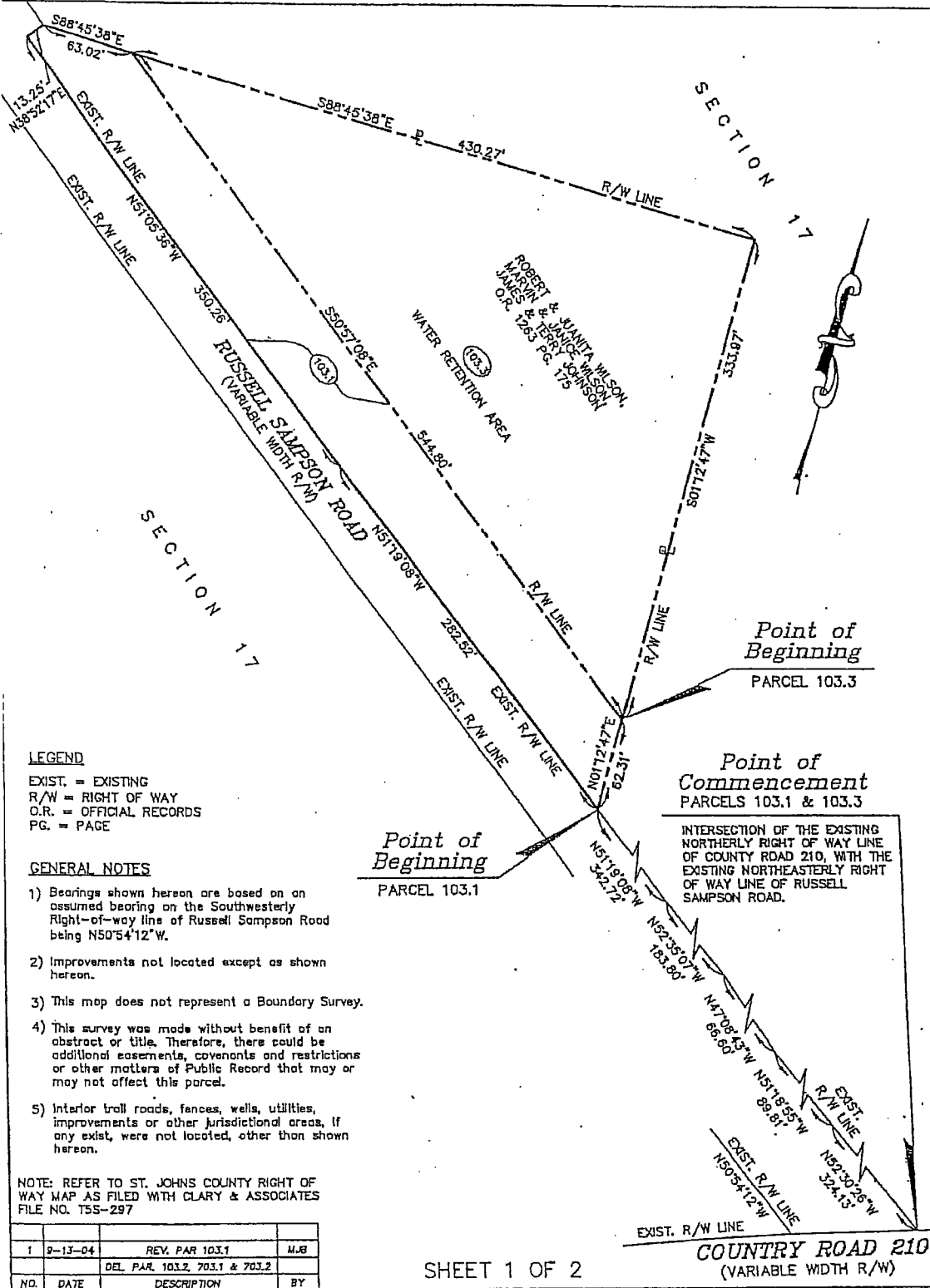
Print Name: Dennis E. Elswick P.S.M.
Florida Professional Surveyor and Mapper No.: 3190
ADDRESS: 3830 CROWN POINT ROAD, SUITE A
JACKSONVILLE, FLORIDA 32257

Date: August 26, 2004

NOT VALID UNLESS SIGNED AND SEALED

MAP SHOWING SKETCH & LEGAL

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



LEGEND

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

GENERAL NOTES

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

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

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

SHEET 1 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A

CADD FILE: PAR-103.DWG

Drafter: M.BRENT

Checked By: JES

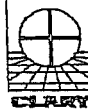
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61D17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61D17-6, FLORIDA ADMINISTRATIVE CODE)

DATED September 7, 2004

SCALE 1" = 80'

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



LEGEND

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

Job No.

PARCEL 105

FEE SIMPLE

PROJECT NO. 03/175

SHEET NO. 3

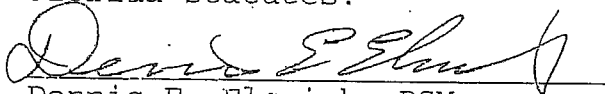
A part of Section 17, Township 5 South, Range 28 East, St. Johns County, Florida, (also being a part of those lands described in Official Records Volume 1181, Page 1287 of the current public records of said county), and being more particularly described as follows:

COMMENCE at the intersection of the existing Northwesterly Right of Way line of County Road 210, (a variable width Right of Way), with the existing Northeasterly Right of Way line of Russell Sampson Road, (a variable width Right of Way as now established); Thence along said existing Northeasterly Right of Way line of Russell Sampson Road the following 5 COURSES: COURSE 1: Thence North $52^{\circ}30'26''$ West, a distance of 324.13 feet; COURSE 2: Thence North $51^{\circ}18'55''$ West, a distance of 89.81 feet; COURSE 3: Thence North $47^{\circ}08'43''$ West, a distance of 66.60 feet; COURSE 4: Thence North $52^{\circ}35'07''$ West, a distance of 183.80 feet; COURSE 5: Thence North $51^{\circ}19'08''$ West, a distance of 59.24 feet to an intersection with the Southeasterly line of those lands described in Official Records Volume 1181 Page 1287 of the current public records of St. Johns County, Florida, and the POINT OF BEGINNING; Thence continue North $51^{\circ}19'08''$ West, along said existing Northeasterly Right of Way line of Russell Sampson Road, a distance of 200.00 feet to an intersection with the Northwesterly line of said lands described in Official Records Volume 1181, Page 1287; Thence North $38^{\circ}52'38''$ East, along last said line, a distance of 48.68 feet; Thence South $50^{\circ}57'08''$ East, a distance of 200.00 feet to an intersection with said Southeasterly line of those lands described in Official Records Volume 1181, Page 1287; Thence South $38^{\circ}52'38''$ West, along last said line, a distance of 47.40 feet to the POINT OF BEGINNING.

Containing 9608 Square Feet (0.221 Acres), more or less.

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

I further certify that said legal description is in compliance with the minimum technical standards as set forth by the Florida Board Of Professional Surveyors and Mappers, pursuant to section 472.027, Florida statutes.



Dennis E. Elswick, PSM
Professional Surveyor and Mapper No 3190
3830 Crown Point Road, Suite A
Jacksonville, Florida 32257

Date: April 18, 2005

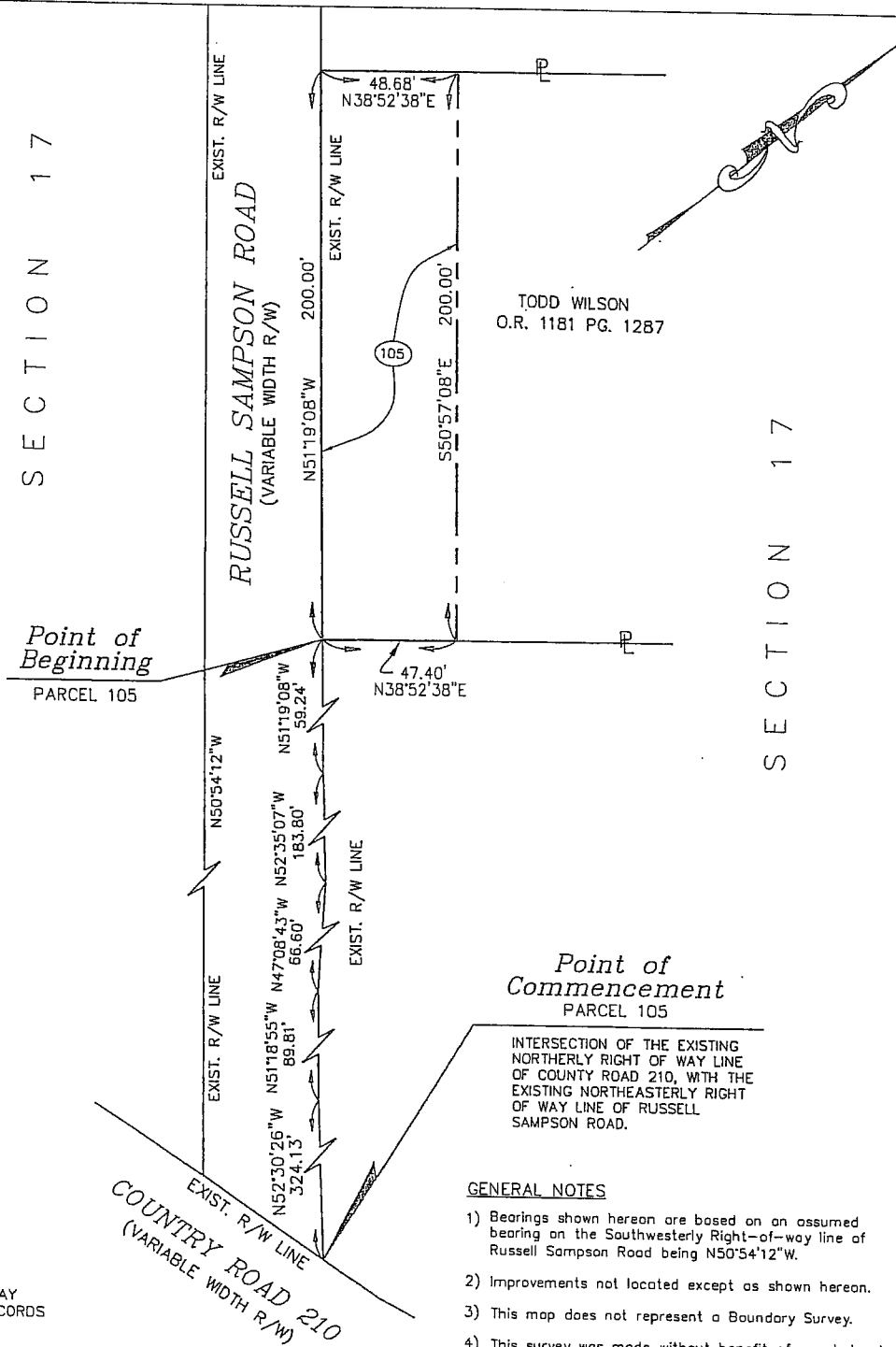
NOT VALID UNLESS SIGNED AND SEALED

MAP SHOWING SKETCH & LEGAL

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

SECTION 17

SECTION 17



TODD WILSON
O.R. 1181 PG. 1287

Point of Beginning
PARCEL 105

Point of Commencement
PARCEL 105

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

GENERAL NOTES

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

LEGEND

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

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

| NO. | DATE | DESCRIPTION | BY |
|-----|---------|-------------------|-----|
| 1 | 9-13-04 | DELETE PARCEL 704 | MJB |

SHEET 1 OF 2

PARTY CHIEF: N/A

F.B. N/A PG. N/A

CADD FILE: PAR-105.DWG

Drafter: M.BRENT

Checked By: JES

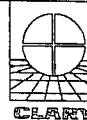
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER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

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

DATED September 7 2004

SCALE 1" = 50'

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



| LEGEND | |
|--------|---|
| ■ | SET 4" x 4" CLARY CONCRETE MONUMENT FOUND |
| □ | CONCRETE MONUMENT FOUND |
| ○ | 1/2" IRON PIPE SET WITH CLARY CAP |
| ◐ | IRON PIPE FOUND |
| × | CROSS CUT |
| -x- | FENCE |

MAP SHOWING A SKETCH & DESCRIPTION

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

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF THE EXISTING RIGHT OF WAY OF RUSSELL SAMPSON ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 50°54'12" WEST, DEPARTING SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 1513.64 FEET; THENCE NORTH 39°05'48" EAST, DEPARTING SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 37.05 FEET TO THE NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF SAID RUSSELL SAMPSON ROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, THE FOLLOWING 6 COURSES: COURSE 1) THENCE SOUTH 51°05'36" EAST, A DISTANCE OF 260.64 FEET; COURSE 2) THENCE SOUTH 51°19'08" EAST, A DISTANCE OF 625.24 FEET; COURSE 3) THENCE SOUTH 52°35'07" EAST, A DISTANCE OF 183.80 FEET; COURSE 4) THENCE SOUTH 47°08'43" EAST, A DISTANCE OF 66.60 FEET; COURSE 5) THENCE SOUTH 51°18'55" EAST, A DISTANCE OF 89.81 FEET; COURSE 6) THENCE SOUTH 52°30'26" EAST, A DISTANCE OF 324.13 FEET TO THE SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210; THENCE SOUTHWESTERLY, DEPARTING SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, THE FOLLOWING 2 COURSES: COURSE 1) THENCE SOUTH 73°23'33" WEST, A DISTANCE OF 52.62 FEET TO A POINT OF CURVATURE; COURSE 2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1196.24 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°33'43", AN ARC DISTANCE OF 11.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°06'42" WEST, 11.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.491 ACRES, MORE OR LESS.

| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |

SHEET 2 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: R/W-PARCEL.DWG DATE: 10-01-07 Drafter: JLS Checked By: JES *JES*

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

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

DATED OCTOBER 1, 20 07
SCALE 1" = 100'

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



LEGEND

Dennis E. Elswick
DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

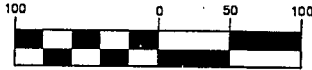
Job No. 2007-282

MAP SHOWING A SKETCH & DESCRIPTION

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



GRAPHIC SCALE

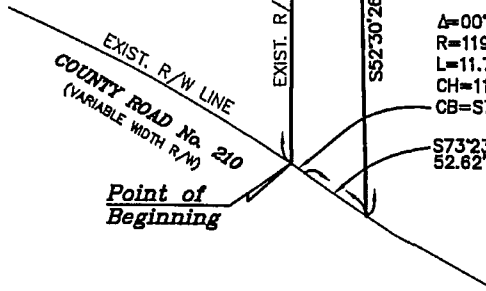


(IN FEET)
1 inch = 100 ft.

GENERAL NOTES

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

NOTE: REFER TO ST. JOHNS COUNTY RIGHT OF WAY MAP AS FILED WITH CLARY & ASSOCIATES FILE NO. T55-297, AND T55-833.



| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |

SHEET 1 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A CADD FILE: R/W-PARCEL.DWG DATE: 10-01-07 Drafter: JLS Checked By: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 81017-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 81017-8, FLORIDA ADMINISTRATIVE CODE)

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



LEGEND
EXST. = EXISTING
O.R. = OFFICIAL RECORDS
PG. = PAGE
R/W = RIGHT OF WAY

DATED OCTOBER 1, 2007
SCALE 1" = 100'

Dennis E. Elswick
DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

Job No. 2007-282