

RESOLUTION NO. 2007- 57

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE ACQUISITION OF PROPERTY THAT HAS BEEN DECLARED SURPLUS BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AUTHORIZING THE BOARD CHAIRMAN TO EXECUTE THE CONTRACT FOR PURCHASE AND SALE.**

**RECITALS**

**WHEREAS**, the Florida Department of Environmental Protection (“FDEP”) has notified St. Johns County that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida intend to surplus and sell state land as described in Exhibit “A” attached hereto, incorporated by reference and made a part hereof; and

**WHEREAS**, FDEP originally offered a sixty two acre parcel to the County in 2003. The sixty two acre parcel is located in the Hastings area and was previously used by the University of Florida as an Agricultural Research and Education Center and is consolidating programs and equipment to the Gainesville campus; and

**WHEREAS**, during 2004-5 FDEP decided to retain thirty-six acres of the parcel and had offered the remaining twenty-five acre parcel. Resolution No. 2006-3, attached hereto as Exhibit “B” incorporated by reference and made a part hereof, authorized the acquisition of the twenty five acre parcel offered for sale to the County; and

**WHEREAS**, in 2006 FDEP had decided to retain the twenty-five acre parcel and has offered the vacant thirty-six acre parcel which is located in the same area. The parcel is proposed to be used as conservation. There is an old railroad track that runs through the middle of parcel that will remain undisturbed; and

**WHEREAS**, pursuant to Section 253.111, Florida Statutes, the Board of County Commissioners has forty days from receipt of the notice to determine by formal Resolution whether or not it proposes to acquire the surplus land; and

**WHEREAS**, the Contract for Sale and Purchase for the thirty six acre parcel is attached hereto as Exhibit “C”, incorporated by reference and made a part hereof. The purchase price of \$620,400 is based on an appraisal provided by FDEP; and

**WHEREAS**, it is in the best interest of the County to acquire this property for much needed conversation within the County.

**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 of St. Johns County hereby approves the acquisition of the surplus property and authorizes the Board Chair to execute the Contract for Purchase and Sale.

Section 3. The Clerk of Court is instructed to file the original Contract for Purchase and Sale in the public records of St. Johns County.

PASSED AND ADOPTED, this 20 day of February, 2007.

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

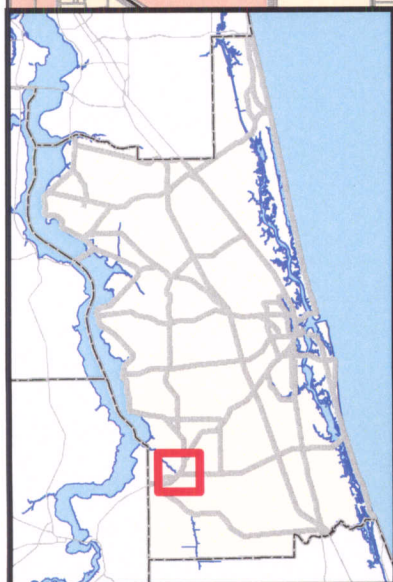
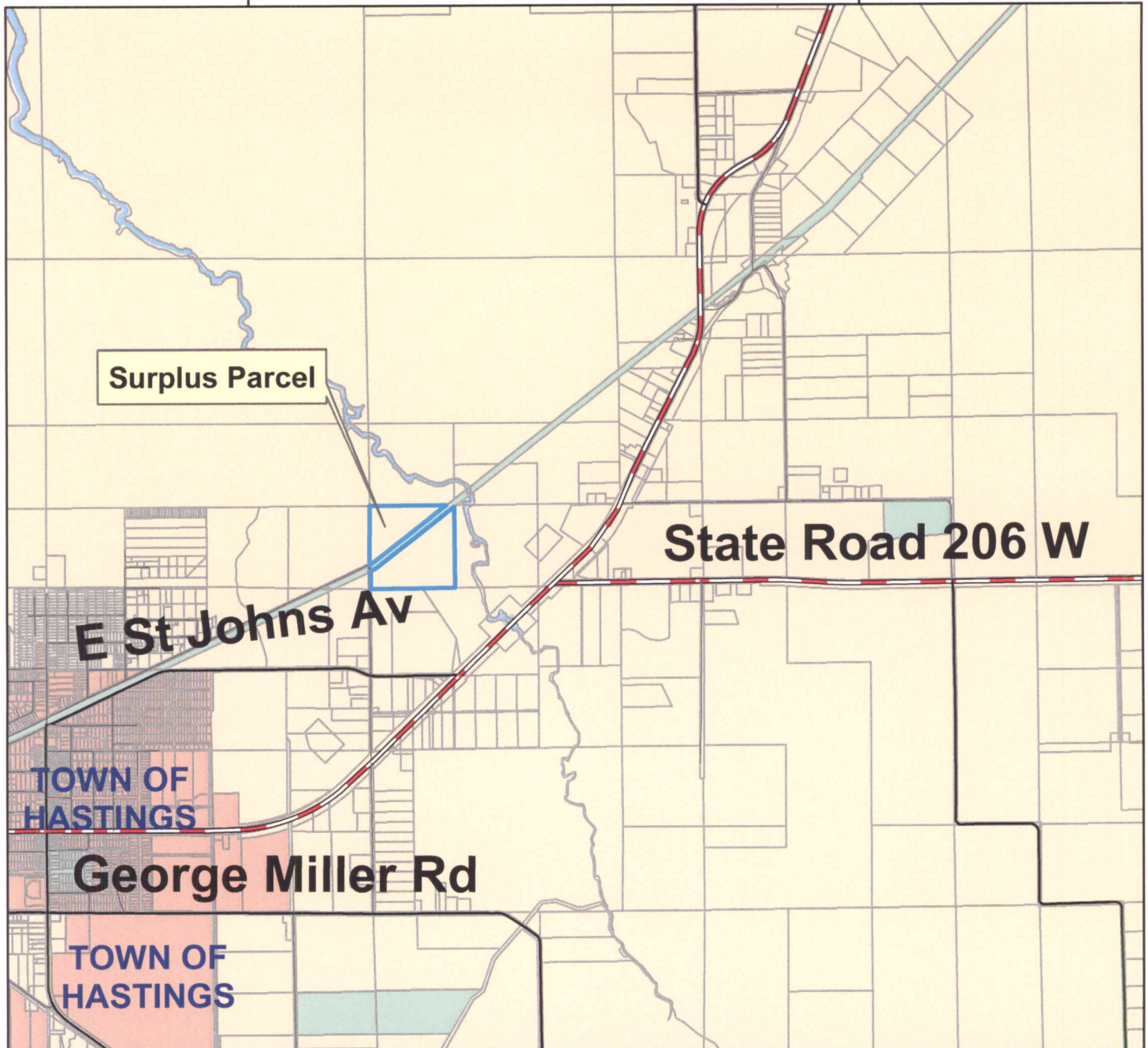
BY: Ben Rich  
**Ben Rich, Chairman**

**ATTEST:** Cheryl Strickland, Clerk

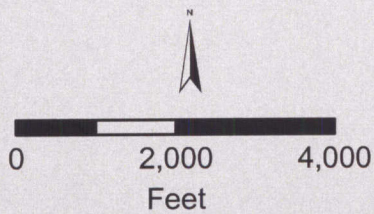
By: Ben Halterma  
Deputy Clerk

RENDITION DATE 2/22/07

# EXHIBIT A



## GENERAL LOCATION MAP



Map Prepared: 2/7/2007  
\*Depicts General Project Boundary

## FDEP Surplus Parcel

File: BCC February 20, 2007



St. Johns County  
Land Mgmt. Systems  
Real Estate

RESOLUTION NO. 2006- 3

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE ACQUISITION OF PROPERTY THAT HAS BEEN DECLARED SURPLUS BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.**

**RECITALS**

**WHEREAS**, the Florida Department of Environmental Protection has notified St. Johns County that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida intends to surplus and sell state land as described in Exhibit "A" attached hereto, incorporated by reference and made a part hereof; and

**WHEREAS**, the property is located in the Hastings area and has been used by the University of Florida as an Agricultural Research and Education Center; and

**WHEREAS**, the Board of County Commissioners would approve the FDEP continuing its Lease with the University of Florida for the use of the property as an Agricultural Research and Education Center; and

**WHEREAS**, should the FDEP decide not to continue the existing use of the property the Board of County Commissioners of St. Johns County agrees to purchase described property for the fair appraised value to be used for whatever purpose is deemed appropriate to fit the needs of St. Johns County; and

**WHEREAS**, Pursuant to Section 253.111, Florida Statutes, the Board of County Commissioners has forty days from receipt of the notice to determine by formal Resolution whether or not it proposes to acquire the surplus land.

**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 of St. Johns County hereby authorizes the acquisition of the surplus property.



# Department of Environmental Protection

Jeb Bush  
Governor

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Colleen M. Castille  
Secretary

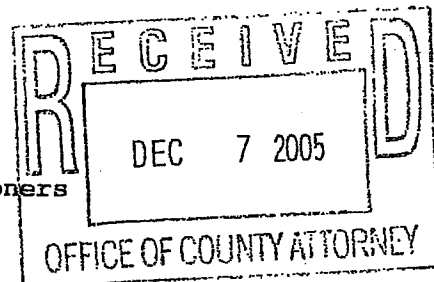
cc: MAB  
BCC  
Jan B.  
beeth c.  
Ted B.  
BWA

CNM1

DATE: November 30, 2005

TO: St. Johns County Board of County Commissioners

P.O. Box 349  
St. Augustine, FL 32085-0349



FROM: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF STATE LANDS  
BUREAU OF PUBLIC LAND ADMINISTRATION

SUBJECT: NOTICE OF INTENT TO SURPLUS AND SELL STATE LAND - 25.04 acres

Pursuant to Section 253.111, Florida Statutes, St. Johns County is hereby notified that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida intends to declare surplus and sell state land described in the attached legal description. In accordance with Section 253.111, F.S., the St. Johns County Board of County Commissioners has forty (40) days from receipt of this notice to determine by formal resolution, whether or not it proposes to acquire this surplus state land. The conditions of sale are as follows:

1. Surplus state land is sold for a price that is at least equal to the parcel's appraised market value;
2. Real property and improvements are sold "as is," with no warranties nor representations whatsoever pursuant to Section 18-2.011, Florida Administrative Code;
3. All closings of surplus state land shall be in accordance with a sales contract and the property shall be conveyed by quitclaim deed which shall contain an oil and mineral reservation in favor of the Board of Trustees pursuant to Section 270.11, F.S.; and
4. The buyer pays all costs of sale including, but not limited to, the cost of appraisal and survey and all sales of surplus state land shall be for cash, Cashier's or Certified Check.

Please refer to the respective parcel as the "Hastings" parcel when making comments about a particular parcel. Failure to respond within forty days of receipt of this notice will indicate that St. Johns County has no interest in purchasing this property. Please contact Cher King with the Bureau of Public Land Administration, (850)245-2720 or Suncom 205-2720 if you have any questions.

/ck  
Attachments  
Certified Mail

"More Protection, Less Process"

Printed on recycled paper.

PASSED AND ADOPTED, this 10<sup>th</sup> day of January, 2006.

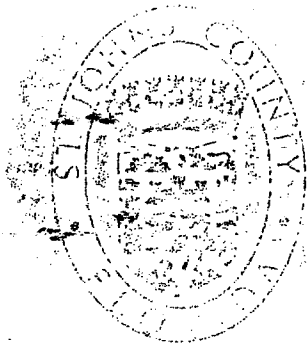
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA.**

BY: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande  
Deputy Clerk

RENDITION DATE 1-12-06



CRS1

DATE:

TO: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF PUBLIC LAND ADMINISTRATION, M. S. 130  
DIVISION OF STATE LANDS  
3900 COMMONWEALTH BOULEVARD  
TALLAHASSEE, FLORIDA 32399-3000  
ATTN: CHER KING

FROM: St. Johns County Board of County Commissioners  
P.O. Box 349  
St. Augustine, FL 32085-0349

SUBJECT: NOTICE OF UNENCUMBERED LAND/STATE LANDS: St. Johns County -  
Hastings, Florida, approximately 25.04 acres, more or less.

THE STATE SHOULD RETAIN OWNERSHIP BECAUSE:

- \_\_\_\_\_ CURRENT AGENCY NEED
- \_\_\_\_\_ ENVIRONMENTAL VALUE
- \_\_\_\_\_ RECREATIONAL VALUE
- \_\_\_\_\_ ARCHAEOLOGICAL SIGNIFICANCE
- \_\_\_\_\_ HISTORICAL SIGNIFICANCE
- \_\_\_\_\_ NO INTEREST

If your county has a current need for this parcel or recommends that this parcel be retained in state ownership due to its environmental and recreational value or historical and archaeological significance, please provide appropriate documentation and refer to the respective inventory number.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Use additional pages if necessary)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Agency \_\_\_\_\_



Jeb Bush  
Governor

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Colleen M. Castille  
Secretary

November 30, 2005

## LEGAL NOTICE

Notice is hereby given pursuant to Section 253.115, Florida Statutes, that the Board of Trustees of the Internal Improvement Trust Fund has received a request from the University of Florida Institute of Food and Agricultural Sciences to surplus and sell a 25.04-acre parcel of land as described below:

### LEGAL DESCRIPTION OF PROPERTY

RECORDED IN O.R.B. 189, PAGE 190

1B – That portion of the West  $\frac{1}{2}$  of Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 9 South, Range 28 East, lying South of right-of-way line of The Florida East Coast Railway right-of-way line. Also, that portion of the Northwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  of Section 17, Township 9 South, Range 28 East, lying South of right-of-way of The Florida East Coast Railway right-of-way and East of Cypress Branch; being the same parcel as purchased from The Hastings Potato Growers Association, on 17 November 1945; recorded in Deed Book 162, Page 105.

Also known as Tract 1B, St. Johns County, Florida, as shown on attached University of Florida Drawing No. D-364. (Exhibit A1).

### DESCRIPTION OF SUBJECT PARCEL

The subject property consists of approximately 25.04 acres, more or less, and is located on the north side of St. Johns Avenue just north and west of SR 207 in Hastings, Florida. The address is 595 E. St. Johns Avenue. Access to the property is by East St. Johns Avenue, a two-laned county maintained paved roadway. There are approximately six older buildings scattered about the subject property with various square footages and in various conditions. There is 985.87 feet of frontage along the north side of St. Johns Avenue.

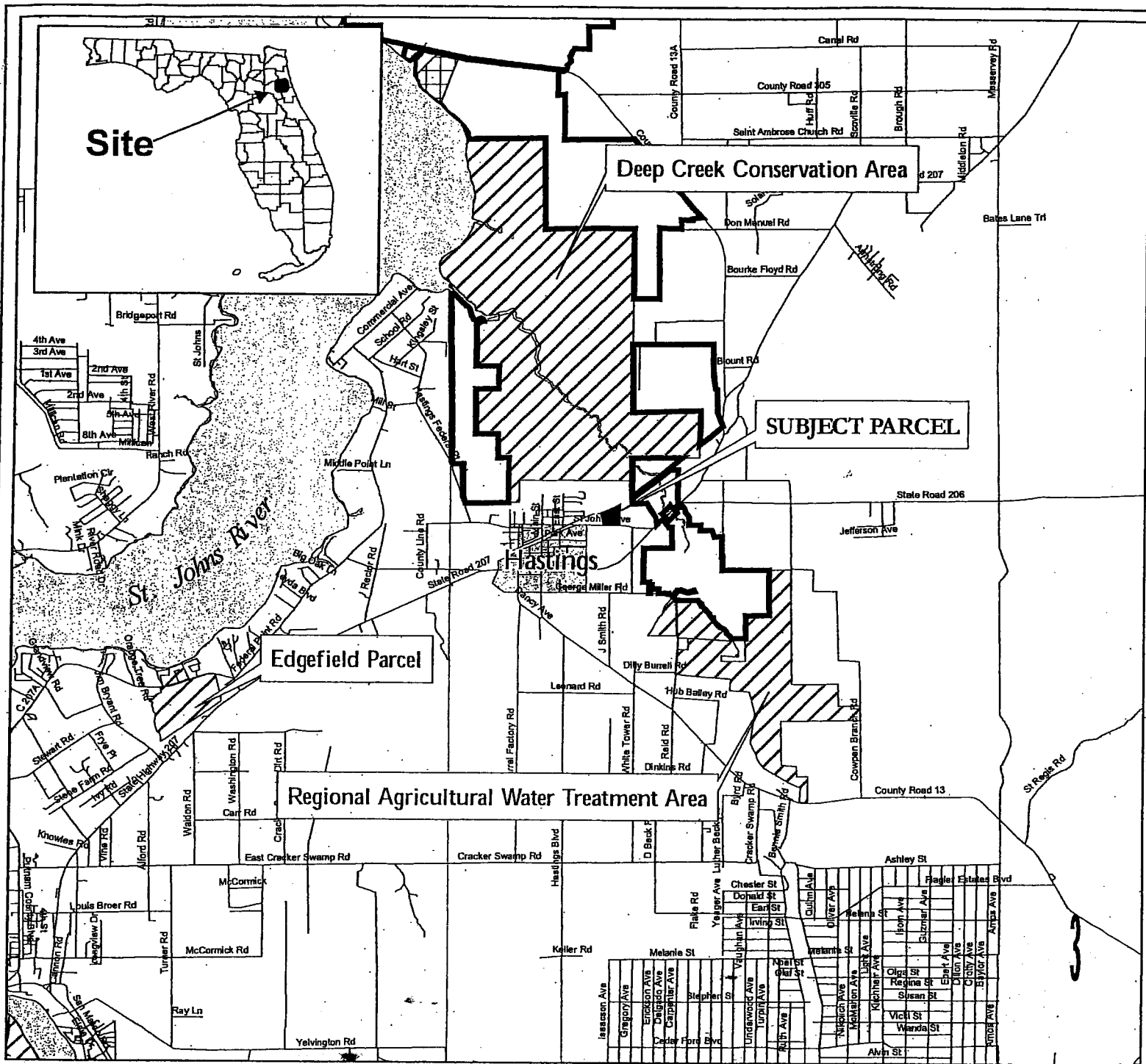
Location: County Road 13, Hastings, Florida. Section 17, Township 9 South, Range 20 East




These lands are not within an aquatic preserve and are not in an Area of Critical Concern. The subject property was previously noticed in September 2003, however, the dynamics of the sale changed from selling two pieces equal to 62 acres, to selling only one parcel equal to 25.04 acres. Anyone having questions, comments or concerns should submit them in writing to Ms. Cher King, Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, MS 130, Tallahassee, Florida 32399. Letters must be received on or before 5:00 p.m., Friday, January 20, 2006. The file on this request is located in this office and is open to the public for review.

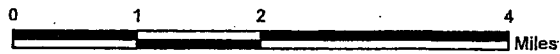
"More Protection, Less Process"

Printed on recycled paper.





-  Subject Parcel
-  State Owned Lands
-  Florida Forever Lands \ St. Johns River Blueway



**UF / IFAS  
Hastings**

**Section 17, Township 9 South, Range 28 East**

**St. Johns County, Florida**

Exhibit "C" to Resolution

CSD1-Revised 3/31/06

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CONTRACT FOR SALE AND PURCHASE  
AND  
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SELLER and BUYER as follows:

SELLER: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through its agent the Division of State Lands of the State of Florida Department of Environmental Protection ("DEP")

ADDRESS: State of Florida Department of Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station 130  
Tallahassee, Florida 32399-3000

BUYER: Name(s) (as it should appear on the deed): ST. JOHNS COUNTY, a political subdivision of the State of Florida

Federal I.D. or Social Security Number: \_\_\_\_\_

Address: ~~4020 Lewis Speedway, St. Augustine FL 32084~~

Phone: Work: \_\_\_\_\_ Other: \_\_\_\_\_

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of SIX HUNDRED TWENTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$620,400.00), which shall be paid in the following manner:

a. Deposit: BUYER deposits herewith SIXTY TWO THOUSAND FORTY AND NO/100 DOLLARS (\$62,040.00) in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection representing ten

percent (10%) of the total purchase price as an earnest money ("Deposit").

b. Balance: The balance of the purchase price in the amount of FIVE HUNDRED FIFTY EIGHT THOUSAND THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$558,360.00) shall be paid by certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection at the time of closing. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by DEP at the time of closing.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before 120 days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by DEP.

b. Conveyance: At closing, SELLER will deliver to BUYER a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes. The form of the quitclaim deed shall substantially comply with the form attached hereto as EXHIBIT "B" and shall contain a restrictive covenant that requires that the Property be used solely for public purposes and a reverter in favor of the SELLER that causes the Property to automatically and immediately revert to SELLER if Property ever ceases to be used for public purposes. The restrictive covenant and reverter shall be in the form that is acceptable to the Department of Environmental Protection.

c. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys' fees. BUYER shall reimburse

DEP at closing for any closing costs that are initially paid for by DEP. SELLER may require that the closing be processed by and through a title insurance company or other closing agent, designated by DEP, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes, special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of DEP or the applicable water management district.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser

damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER'S option, may elect to specifically enforce this Contract. If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; or BUYER, at BUYER'S option, may seek specific performance.

11. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING: Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.

16. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

The parties have caused this Contract to be executed on the day and year first above written.

"SELLER"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: \_\_\_\_\_ (SEAL)

TITLE: \_\_\_\_\_

DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
DEP ATTORNEY

"BUYER"

ST. JOHNS COUNTY, FLORIDA  
By its Board of County Commissioners

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

~~Jim-E.-Bryant~~ Ben Rich  
\_\_\_\_\_  
Print/Type Name

Title: Chairman  
Cheryl Strickland, Clerk of Court

Attest: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A" to Contract for Purchase and Sale

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ OF SW ¼) OF SECTION NINE (9), TOWNSHIP NINE (9) SOUTH, RANGE TWENTY-EIGHT (28) EAST, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA, EXCEPTING AND RESERVING A STRIP OF LAND CONVEYED TO FLORIDA EAST COAST RAILWAY COMPANY, A FLORIDA CORPORATION, FOR RIGHT-OF-WAY ACROSS SAID LAND ONE HUNDRED (100) FEET WIDE, BEING FIFTY (50) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF THE RAILROAD NOW LOCATED ON SAID DESCRIBED PROPERTY; EXCEPTING AND RESERVING A STRIP OF LAND TWENTY (20) FEET WIDE RUNNING NORTH AND SOUTH ALONG THE WEST LINE OF SAID LAND HEREBY CONVEYED AND AS RECORDED IN ORB 189, PAGE 190 OF ST. JOHNS COUNTY PUBLIC RECORDS.

BSM APPROVED  
By GT Date 8/23/06

EXHIBIT "B" to Contract for Purchase and Sale

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

QUITCLAIM DEED

Deed Number 31505

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this transfer on the \_\_\_ day of \_\_\_\_\_, 200\_\_.

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of SIX HUNDRED TWENTY THOUSAND FOUR HUNDRED AND NO/100 dollars (\$620,400.00) and other good and valuable considerations, to it in hand paid by St. Johns County, Florida, a political subdivision of the State of Florida, as "GRANTEE," has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, its successors, heirs and assigns forever, all the right, title, interest, claim and demand which GRANTOR may have



in and to the following described lands in St. Johns County, Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the above-described lands subject to all outstanding easements, reservations and other interests. The Property is conveyed subject to a perpetual restrictive covenant ("Restrictive Covenant") hereby imposed by GRANTOR and accepted by GRANTEE, its successors and assigns, that the Property be used solely for public purposes.

By acceptance of this deed, GRANTEE hereby agrees that the use of the Property shall be subject to the Restrictive Covenant. The Restrictive Covenant shall run with the title to the Property in perpetuity and be binding upon GRANTEE and all successive owners (and all parties claiming by, through and under the owners) of the Property. Until such time as the Restrictive Covenant is released from the Property, GRANTOR shall be deemed a third party beneficiary of the Restrictive Covenant in a court of competent jurisdiction. GRANTOR shall have the authority to enforce the Restrictive Covenant in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the provisions of the Restrictive Covenant. The failure by GRANTOR to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of GRANTOR to thereafter enforce said covenant or restriction. The invalidation of any provision of the Restrictive Covenant by a court of competent jurisdiction shall in no way affect the other provisions of the Restrictive Covenant, which shall remain in full force and effect. Venue for enforcement

actions regarding the Restrictive Covenant shall be in the Circuit Court of Leon County, Florida. GRANTEE agrees to incorporate the Restrictive Covenant in any subsequent deed or other written legal instrument by which GRANTEE transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to the Restrictive Covenant and specifically identifying the official records book and page at which this deed is recorded in the public records of St. Johns County, Florida.

If GRANTEE violates the provision of the Restrictive Covenant, all right, title, and possession to the Property shall automatically and immediately revert to GRANTOR.

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

IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this \_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_.

(SEAL)

BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE  
OF FLORIDA

APPROVED AS TO FORM AND  
LEGALITY

By:

\_\_\_\_\_  
DEP Attorney

\_\_\_\_\_  
CHARLIE CRIST  
GOVERNOR

\_\_\_\_\_  
BILL MCCOLLUM  
ATTORNEY GENERAL

\_\_\_\_\_  
ALEX SINK  
CHIEF FINANCIAL OFFICER

\_\_\_\_\_  
CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD  
OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

EXHIBIT "A" to Quit Claim Deed

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ OF SW ¼) OF SECTION NINE (9), TOWNSHIP NINE (9) SOUTH, RANGE TWENTY-EIGHT (28) EAST, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA, EXCEPTING AND RESERVING A STRIP OF LAND CONVEYED TO FLORIDA EAST COAST RAILWAY COMPANY, A FLORIDA CORPORATION, FOR RIGHT-OF-WAY ACROSS SAID LAND ONE HUNDRED (100) FEET WIDE, BEING FIFTY (50) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF THE RAILROAD NOW LOCATED ON SAID DESCRIBED PROPERTY; EXCEPTING AND RESERVING A STRIP OF LAND TWENTY (20) FEET WIDE RUNNING NORTH AND SOUTH ALONG THE WEST LINE OF SAID LAND HEREBY CONVEYED AND AS RECORDED IN ORB 189, PAGE 190 OF ST. JOHNS COUNTY PUBLIC RECORDS.

BSM APPROVED  
By GT Date 8/23/06