

RESOLUTION NO. 2008- 126

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THREE PURCHASE AND SALE AGREEMENTS FOR ACQUISITIONS OF PROPERTY NEEDED FOR THE PHASE 1A I95/CR210 TRANSPORTATION IMPROVEMENT PROJECT.

RECITALS

WHEREAS, three property owners, Saddle Mitigation II LLC, Jacksonville West 95 Partners, LLC and Pond Partners II, LLC, have executed Purchase and Sale Agreements for their property needed for the improvements to I95/CR210 intersection, attached hereto as Exhibits "A, B, & C", incorporated by reference and made a part hereof; and

WHEREAS, the owners have agreed to sell their property for the appraised value of \$1,393,065.00 for a 1.1 acre pond parcel, 29.16 acre wetland mitigation parcel, 42 acres for drainage, pond expansion and wetland mitigation and 2.65 of uplands; and

WHEREAS, the property is needed as a result of the County taking over some of the safety transportation improvements from the Twin Creeks Developer at the I95/CR210 intersection; and

WHEREAS, acquisition of these parcels provide the property required for the construction of the pond expansion, drainage and wetland mitigation that's permitted and designed for construction of the additional lanes for the south bound off ramp PM improvements; and

WHEREAS, it is in the best interest of the County to acquire the property for the appraised value to make the improvements to the I95/CR210 intersection.

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 Agreements and authorizes the County Administrator to execute three original Purchase and Sale Agreements taking all steps necessary to move forward to close these transactions.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreements in the Clerks Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 29 day of April, 2008.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Thomas G. Manuel*
Thomas G. Manuel, Chair

ATTEST: Cheryl Strickland, Clerk

By: *Paul Halter*
Deputy Clerk

RENDITION DATE 5/2/08



EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2008, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, Buyer and/or assigns whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **POND PARTNERS II, LLC.**, a Florida limited liability company, ("Seller"), whose address is 310 Magnolia Street, Atlantic Beach, Florida 32233.

WITNESSETH:

WHEREAS, the County is desirous of purchasing your 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 1.062 acres, the property is shown in **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 **\$1,110,300.00**, subject to the prorations hereinafter provided. 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 Commission Approval (hereinafter defined)	\$111,030.00
(ii) Cash to Close	Closing Day	\$999,270.00
TOTAL PURCHASE PRICE		<u>\$1,110,300.00</u>

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

2. Title Evidence.

Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Exhibit "A"** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Exhibit "A"** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Exhibit "A"** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.
- (i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (j) **Other:** _____

3. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086**, 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 Services of St. Johns County, Inc., 3670 US 1 South, Suite 100, St. Augustine, Florida 32086, after 30 days and before one hundred (100) 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 2007 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 and the cost of recording the deed, documentary stamps, and any other affiliated recording fees or closing cost excluding property taxes. Seller will pay for property taxes prorated to the day of closing.

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 ninety (90) 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help

Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, 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. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use**, then 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 is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. **Time.** Time is of the essence of all provisions of this Agreement.

19. **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.

20. **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: **Pond Partners II, LLC**
310 Magnolia Street
Atlantic Beach, FL 32233

Buyer: **St. Johns County, Florida, a political subdivision**
Of the State of Florida
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: **Action Title Services of St. Johns County, Inc.**
3670 US 1 South, Suite 100
St. Augustine, Florida 32086

21. **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.

22. **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.

23. **Commission Dues.** Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

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

25. **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.

26. **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 a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(8), F.S.)

27. **Amendment.** Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the closing date, without such referenced further action of the Board. This accommodation extends only to extension of closing dates. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

28. **Final Agency Acceptance:** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract. It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes.** A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review for the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section 29** of this agreement.

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

WITNESSES:

SELLER:

Pond Partners II, LLC.

Signature

By: _____
Print Name _____ Date _____

Print

Signature

Print

29. Final Agency Acceptance: The Buyer has granted Final Agency acceptance this _____ day of _____, 2008

This document delivered by Debbie Taylor Date: 4-9-08

This document received by [Signature] Date: 4/11/08

WITNESSES:

BUYER:
ST. JOHNS COUNTY, FLORIDA

Signature

Print

Signature

Print

By: _____
Michael W. Wanchick, Date
County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Deposit received by _____, Action Title Services, which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: ACTION TITLE SERVICES

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

POND SITE:

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1147, PAGE 971 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}14'15''$ WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY; THENCE NORTH $01^{\circ}09'51''$ WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE; THENCE NORTHEASTERLY, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ}51'15''$, AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ}57'06''$ EAST, 38.71 FEET TO A POINT OF TANGENCY; COURSE 2: THENCE NORTH $86^{\circ}52'44''$ EAST, A DISTANCE OF 98.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $86^{\circ}52'44''$ EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 29.69 FEET TO THE BEGINNING OF THE NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95) (A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2408); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9, THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTH $67^{\circ}20'38''$ EAST, A DISTANCE OF 149.58 FEET; COURSE 2: THENCE NORTH $06^{\circ}27'43''$ EAST, A DISTANCE OF 227.01 FEET; THENCE SOUTH $86^{\circ}48'56''$ WEST, DEPARTING SAID NORTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 174.72 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $29^{\circ}14'50''$, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $22^{\circ}24'16''$ WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $40^{\circ}13'27''$, AN ARC DISTANCE OF 52.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $16^{\circ}54'53''$ WEST, 51.58 FEET; THENCE SOUTH $03^{\circ}11'54''$ EAST, A DISTANCE OF 191.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.062 ACRES, MORE OR LESS

Together with:

ACCESS EASEMENT

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1147, PAGE 971 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}14'15''$ WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY; THENCE NORTH $01^{\circ}09'51''$ WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT ON A CURVE; THENCE NORTHEASTERLY, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, THE FOLLOWING 2 COURSES: COURSE 1: THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ}51'15''$, AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ}57'06''$ EAST, 38.71 FEET TO A POINT OF TANGENCY; COURSE 2: THENCE NORTH $86^{\circ}52'44''$ EAST, A DISTANCE OF 68.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH $03^{\circ}11'54''$ WEST, DEPARTING SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 191.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $40^{\circ}13'27''$, AN ARC DISTANCE OF 73.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $16^{\circ}54'53''$ EAST, 72.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $21^{\circ}43'49''$, AN ARC DISTANCE OF 17.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $26^{\circ}09'49''$ EAST, 16.96 FEET; THENCE NORTH $86^{\circ}48'56''$ EAST, A DISTANCE OF 30.95 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $29^{\circ}14'50''$, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $22^{\circ}24'16''$ WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $40^{\circ}13'27''$, AN ARC DISTANCE OF 52.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $16^{\circ}54'53''$ WEST, 51.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH $03^{\circ}11'54''$ EAST, A DISTANCE OF 191.03 FEET TO THE SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE SOUTH $86^{\circ}52'44''$ WEST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,457 SQUARE FEET, MORE OR LESS

Together with:

DRAINAGE EASEMENT:

A PART OF SECTION 16, TOWNSHIP 5 SOUTH, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1147, PAGE 971, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}14'15''$ WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 40, A DISTANCE OF 3068.46 FEET TO THE WESTERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY; THENCE NORTH $01^{\circ}09'51''$ WEST, ALONG SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 13.33 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED), AND A POINT ON A CURVE; THENCE NORTHEASTERLY, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING 2 COURSES: COURSE 1): THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1196.28 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ}51'15''$, AN ARC DISTANCE OF 38.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ}57'06''$ EAST, 38.71 FEET TO A POINT OF TANGENCY; COURSE 2): THENCE NORTH $86^{\circ}52'44''$ EAST, A DISTANCE OF 98.64 FEET; THENCE NORTH $03^{\circ}11'54''$ WEST, DEPARTING SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 191.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $34^{\circ}36'06''$, AN ARC DISTANCE OF 45.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $14^{\circ}06'13''$ EAST, 44.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $86^{\circ}48'56''$ WEST, A DISTANCE OF 28.39 FEET; THENCE NORTH $11^{\circ}26'08''$ WEST, A DISTANCE OF 46.48 FEET; THENCE NORTH $67^{\circ}20'37''$ WEST, A DISTANCE OF 84.13 FEET; THENCE NORTH $22^{\circ}39'23''$ EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH $67^{\circ}20'37''$ EAST, A DISTANCE OF 89.46 FEET; THENCE SOUTH $17^{\circ}14'22''$ EAST, A DISTANCE OF 22.35 FEET; THENCE NORTH $86^{\circ}48'56''$ EAST, A DISTANCE OF 36.94 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $29^{\circ}14'50''$, AN ARC DISTANCE OF 38.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $22^{\circ}24'16''$ WEST, 37.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $05^{\circ}37'20''$, AN ARC DISTANCE OF 7.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $34^{\circ}12'56''$ WEST, 7.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,737 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2008, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, Buyer and/or assigns and **SADDLE MITIGATION II, LLC., a Florida limited liability company**, whose address is 310 Magnolia Street, Atlantic Beach, Florida 32233("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing fee simple title of your 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 rights of your property for a total of approximately 29.16 acres, the property is shown in **Exhibits "A and B"**, 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 **\$120,000.00** subject to the prorations hereinafter provided. 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 Commission Approval (hereinafter defined)	\$12,000.00
(ii) Cash to Close	Closing Day	\$108,000.00
TOTAL PURCHASE PRICE		<u>\$120,000.00</u>

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

2. Title Evidence.

Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida

Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in **Exhibits "A and B"** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Exhibits "A and B"** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Exhibits "A and B"** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Exhibits "A and B"** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.
- (i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (j) **Other:** _____

3. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086**, 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 Services of St. Johns County, Inc., 3670 US 1 South, Suite 100, St. Augustine, Florida 32086, after 30 days and before 120 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 2007 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 and the cost of recording the deed, documentary stamps, and any other affiliated recording fees or closing cost excluding property taxes. Seller will pay for property taxes prorated to the day of closing.

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 ninety (90) 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help

Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, 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. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** 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 is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. **Time.** Time is of the essence of all provisions of this Agreement.

19. **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.

20. **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: **Saddle Mitigation II, LLC., a Florida limited liability company**
310 Magnolia Street
Atlantic Beach, Florida 32233

Buyer: **St. Johns County, Florida**
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: **Action Title Services of St. Johns County, Inc.**
3670 US 1 South, Suite 100
St. Augustine, Florida 32086

21. **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.

22. **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.

23. **Commission Dues.** Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

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

25. **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.

26. **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 a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(8), F.S.)

27. **Amendment.** Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the closing date, without such referenced further action of the Board. This accommodation extends only to extension of closing dates. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

28. **Final Agency Acceptance:** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract. It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes.** A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review for the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section 29** of this agreement.

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

WITNESSES:

SELLER:

Saddle Mitigation II, LLC, a Florida Limited Liability Company

Signature

Print

Signature

Print

By: _____

Print Name: _____

Title: _____

29. Final Agency Acceptance: The Buyer has granted Final Agency acceptance this _____ day of _____, 2008.

This document delivered by Debbie Taylor Date: 4-9-08

This document received by [Signature] Date: 4/11/09

WITNESSES:

BUYER:
ST. JOHNS COUNTY, FLORIDA

Signature

By: _____
Michael W. Wanchick, Date
County Administrator

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Deposit received by _____, Action Title Services, which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: ACTION TITLE SERVICES

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PARCEL 1

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 19 OF THE PLAT OF GREENBRIAR PLANTATION, AS RECORDED IN MAP BOOK 55, PAGES 1 THROUGH 12, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $04^{\circ}39'19''$ EAST, ALONG THE EASTERLY LINE OF SAID GREENBRIAR PLANTATION, 338.55 FEET; THENCE NORTH $02^{\circ}37'32''$ EAST, 39.79 FEET; THENCE NORTH $02^{\circ}12'47''$ WEST, 50.69 FEET; THENCE NORTH $35^{\circ}38'22''$ EAST, 38.10 FEET; THENCE NORTH $24^{\circ}14'47''$ EAST, 42.97 FEET; THENCE NORTH $34^{\circ}48'17''$ EAST, 52.59 FEET; THENCE NORTH $22^{\circ}12'15''$ EAST, 54.14 FEET; THENCE NORTH $11^{\circ}24'48''$ WEST, 42.39 FEET; THENCE NORTH $18^{\circ}16'06''$ EAST, 16.90 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH $77^{\circ}12'48''$ WEST, ALONG LAST SAID LINE, 117.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES, MORE OR LESS

EXHIBIT "B"

PARCEL 2

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 19 OF THE PLAT OF GREENBRIAR PLANTATION, AS RECORDED IN MAP BOOK 55, PAGES 1 THROUGH 12, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID GREENBRIAR PLANTATION, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 04°39'19" EAST, 355.50 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 04°39'19" EAST, 950.76 FEET; THENCE SOUTH 62°34'22" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1714, PAGE 666 OF SAID PUBLIC RECORDS, 230.11 FEET; THENCE SOUTH 75°32'22" EAST, ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS 1714, PAGE 666, A DISTANCE OF 813.50 FEET TO THE NORTHWESTERLY LINE OF LAST SAID LANDS; THENCE NORTH 21°05'06" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2306, PAGE 1001 OF SAID PUBLIC RECORDS, 1342.18 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 77°12'48" WEST, ALONG LAST SAID LINE, 388.25 FEET; THENCE SOUTH 12°43'29" WEST, 7.46 FEET; THENCE SOUTH 59°13'13" WEST, 27.16 FEET; THENCE SOUTH 30°09'15" WEST, 37.95 FEET; THENCE SOUTH 44°21'49" WEST, 39.29 FEET; THENCE SOUTH 74°19'01" WEST, 62.82 FEET; THENCE SOUTH 51°12'34" WEST, 64.69 FEET; THENCE SOUTH 50°47'13" WEST, 50.78 FEET; THENCE SOUTH 37°23'48" WEST, 66.10 FEET; THENCE SOUTH 55°13'48" WEST, 55.93 FEET; THENCE SOUTH 71°23'57" WEST, 47.36 FEET; THENCE SOUTH 87°14'59" WEST, 63.62 FEET; THENCE SOUTH 67°33'54" WEST, 49.63 FEET; THENCE NORTH 86°20'20" WEST, 61.79 FEET; THENCE NORTH 59°12'16" WEST, 55.85 FEET; THENCE NORTH 80°10'23" WEST, 67.58 FEET; THENCE NORTH 75°52'36" WEST, 63.24 FEET; THENCE SOUTH 51°17'33" WEST, 63.60 FEET; THENCE SOUTH 44°30'24" WEST, 33.41 FEET; THENCE SOUTH 12°30'05" WEST, 43.56 FEET; THENCE SOUTH 11°33'58" WEST, 75.24 FEET; THENCE SOUTH 27°09'25" EAST, 94.36 FEET; THENCE SOUTH 00°30'07" WEST, 26.52 FEET; THENCE NORTH 68°06'26" WEST, 100.97 FEET; THENCE NORTH 80°56'22" WEST, 37.18 FEET; THENCE NORTH 50°04'36" WEST, 39.74 FEET; THENCE NORTH 64°35'07" WEST, 78.89 FEET; THENCE NORTH 42°10'04" WEST, 37.44 FEET; THENCE NORTH 11°54'00" WEST, 48.57 FEET; THENCE NORTH 18°42'56" WEST, 23.58 FEET; THENCE NORTH 43°28'34" WEST, 44.70 FEET; THENCE NORTH 32°45'50" WEST, 32.82 FEET; THENCE NORTH 52°04'19" WEST, 46.22 FEET; THENCE NORTH 25°38'29" WEST, 37.41 FEET; THENCE NORTH 32°50'59" WEST, 48.77 FEET; THENCE NORTH 11°47'27" WEST, 80.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.74 ACRES, MORE OR LESS

EXHIBIT "C" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2008, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, and/or assigns ("Buyer") and **JACKSONVILLE WEST 95 PARTNERS, LLC.**, a Florida limited liability company, whose address is 1951 NW 19th Street, Ste 200, Boca Raton, FL 33431 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing easement rights of your 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 easement rights of five separate parcels for a total of approximately 44.50 acres, the property is shown in **Exhibits "A, B, C, D, E & F"**, 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 **\$162,765.00** subject to the prorations hereinafter provided. 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 Commission Approval (hereinafter defined)	\$16,276.50
(ii) Cash to Close	Closing Day	\$146,488.50
TOTAL PURCHASE PRICE		\$162,765.00

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

2. Title Evidence.

Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Exhibits "A to E" of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Exhibits "A to E" of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Exhibits "A to E" of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Exhibits "A to E" of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.
- (i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (j) **Other:** _____

3. Identity and Obligation of Escrow Agent.

- (a) **ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086**, 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 Services of St. Johns County, Inc., 3670 US 1 South, Suite 100, St. Augustine, Florida 32086, after 30 days and before 120 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 2007 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 Grant of Easement conveying the easement rights 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 and the cost of recording the deed, documentary stamps, and any other affiliated recording fees or closing cost excluding property taxes. Seller will pay for property taxes prorated to the day of closing.

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 ninety (90) 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies

of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, 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. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use**, then 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 is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. **Time.** Time is of the essence of all provisions of this Agreement.

19. **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.

20. **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: **Jacksonville West 95 Partners, LLC., a Florida limited liability company**
1951 NW 19th Street, Ste. 200
Boca Raton, Florida 33431

Buyer: **St. Johns County, Florida**
4020 Lewis Speedway
St. Augustine, Florida 32084

Escrow Agent: **Action Title Services of St. Johns County, Inc.**
3670 US 1 South, Suite 100
St. Augustine, Florida 32086

21. **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.

22. **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.

23. **Commission Dues.** Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

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

25. **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.

26. **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 a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(8), F.S.)

27. **Amendment.** Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the closing date, without such referenced further action of the Board. This accommodation extends only to extension of closing dates. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

28. **Final Agency Acceptance:** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract. It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review for the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section 29** of this agreement.

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

WITNESSES:

SELLER:

Jacksonville West 95 Partners, LLC, a Florida Limited Liability Company

Signature

By: **Falcon 95 Partners, LLC**
It's Managing Member
1951 NW 19th Street, Suite #200
Boca Raton, Florida 33431

Print Witness Name

By: **Falcon Land Development, LLC**
It's Managing Member
1951 NW 19th Street, Suite #200
Boca Raton, Florida 33431

Signature

Print Witness Name

By: _____
Arthur Falcone
It's Managing Member
1951 NW 19th Street, Suite #200
Boca Raton, Florida 33431

29. Final Agency Acceptance: The Buyer has granted Final Agency acceptance this _____ day of _____, 2008.

This document delivered by Debbie Taylor Date: 4-9-08

This document received by [Signature] Date: 4/11/08

WITNESSES:

BUYER:
ST. JOHNS COUNTY, FLORIDA

Signature

By: _____
Michael W. Wanchick, Date
County Administrator

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Deposit received by _____, Action Title Services, which the Escrow Agent agrees to return in accordance with the terms and conditions within the Agreement.

ESCROW AGENT

By: ACTION TITLE SERVICES

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, SAID TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE NORTH $00^{\circ}02'28''$ WEST, ALONG THE WESTERLY LINE OF SAID SECTION 8, A DISTANCE OF 2682.44 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE SOUTH $88^{\circ}53'48''$ WEST, ALONG LAST SAID LINE, 1376.99 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 813, PAGE 1729 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $00^{\circ}25'28''$ EAST, ALONG LAST SAID LINE, 1089.87 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2190, PAGE 1582 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $65^{\circ}26'37''$ EAST, 1356.86 FEET; COURSE NO. 2: SOUTH $77^{\circ}47'44''$ EAST, 1202.67 FEET; COURSE NO. 3: NORTH $81^{\circ}26'36''$ EAST, 3079.25 FEET; COURSE NO. 4: SOUTH $35^{\circ}00'00''$ EAST, 2453.26 FEET; COURSE NO. 5: NORTH $24^{\circ}59'52''$ EAST, 1053.72 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 (STATE ROAD NO. 9, A 300 FOOT LIMITED ACCESS RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2440); THENCE SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $03^{\circ}59'10''$ WEST, 1910.52 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11609.16 FEET, AN ARC DISTANCE OF 427.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $02^{\circ}52'14''$ WEST, 427.77 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 772, PAGE 987 OF SAID PUBLIC RECORDS; THENCE SOUTH $89^{\circ}01'21''$ WEST, ALONG LAST SAID LINE, 262.76 FEET TO THE NORTHWESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH $58^{\circ}41'43''$ WEST, ALONG LAST SAID LINE, 114.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $58^{\circ}41'43''$ WEST, ALONG SAID NORTHERLY LINE, 51.36 FEET TO THE WESTERLY LINE OF LAST SAID LANDS; THENCE SOUTH $00^{\circ}10'37''$ EAST, ALONG LAST SAID LINE, 210.60 FEET; THENCE NORTH $89^{\circ}40'27''$ WEST, 500.46 FEET; THENCE NORTH $25^{\circ}27'48''$ WEST, 142.02 FEET; THENCE NORTH $30^{\circ}34'45''$ WEST, 156.03 FEET; THENCE NORTH $50^{\circ}14'58''$ WEST, 55.29 FEET; THENCE SOUTH $89^{\circ}59'09''$ EAST, 633.36 FEET; THENCE SOUTH $20^{\circ}46'16''$ EAST, 27.93 FEET; THENCE NORTH $62^{\circ}55'55''$ EAST, 57.35 FEET; THENCE SOUTH $89^{\circ}59'09''$ EAST, 22.26 FEET; THENCE SOUTH $09^{\circ}00'43''$ EAST, 64.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 175,035 SQUARE FEET, OR 4.02 ACRES, MORE OR LESS

CONTINUED EXHIBIT "A"

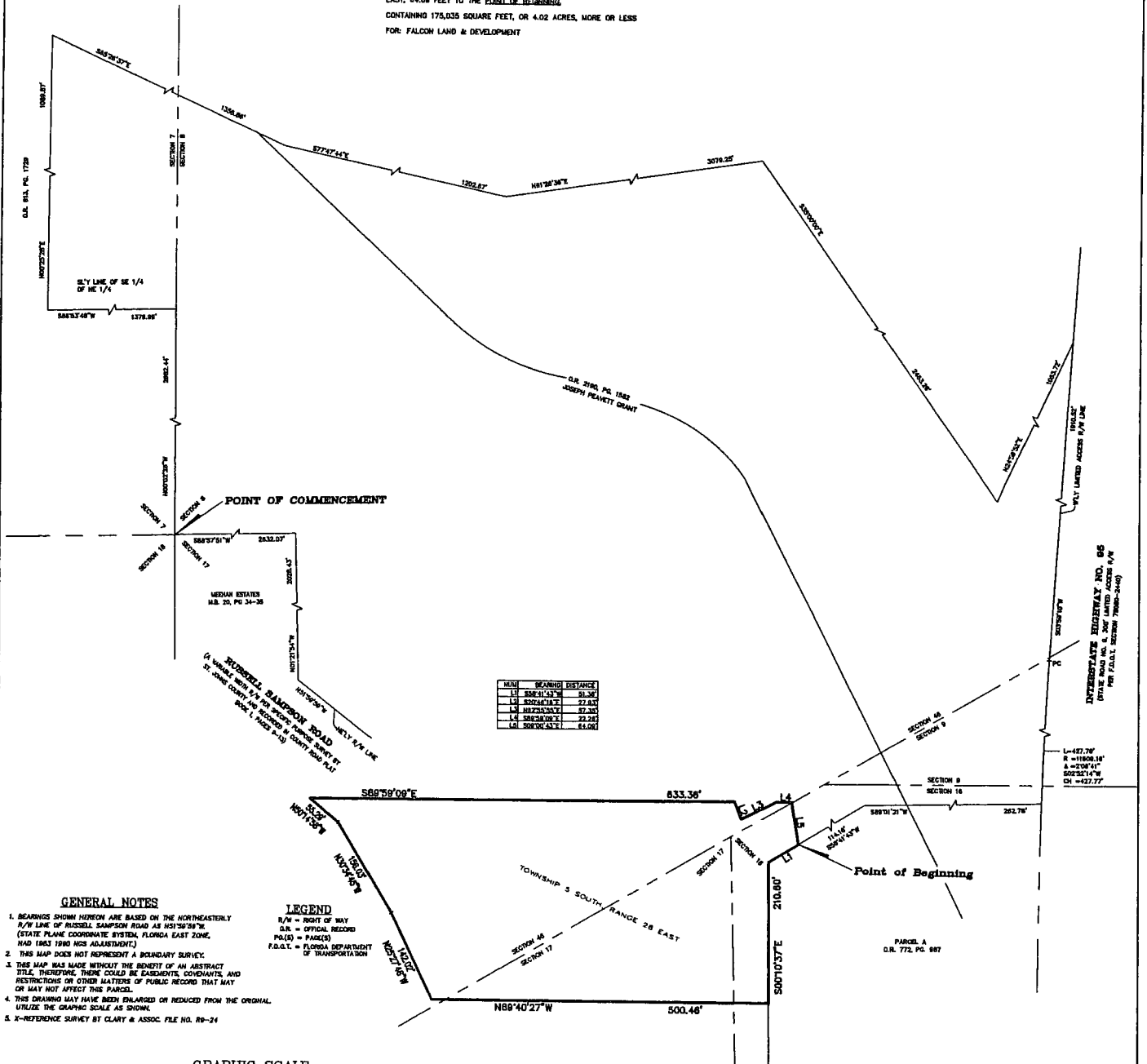
FILE No. T55-671C

MAP SHOWING

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, SAID TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE NORTH 00°22'38" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 8, A DISTANCE OF 2825.44 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE SOUTH 84°53'48" WEST, ALONG LAST SAID LINE, 1376.69 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 813, PAGE 1728 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°25'28" EAST, ALONG LAST SAID LINE, 1086.87 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2163, PAGE 1582 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 88°28'37" EAST, 1358.84 FEET; COURSE NO. 2: SOUTH 77°47'44" EAST, 1202.87 FEET; COURSE NO. 3: NORTH 81°28'30" EAST, 3078.25 FEET; COURSE NO. 4: SOUTH 35°00'00" EAST, 2453.26 FEET; COURSE NO. 5: NORTH 24°59'50" EAST, 1033.72 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 (STATE ROAD NO. 9, A 300 FOOT LIMITED ACCESS RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2440); THENCE SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 03°59'10" WEST, 1810.32 FEET TO THE POINT OF SURVIVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11808.18 FEET, AN ARC DISTANCE OF 427.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE AN OF SOUTH 02°32'14" WEST, 427.77 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 772, PAGE 887 OF SAID PUBLIC RECORDS; THENCE SOUTH 80°11'21" WEST, ALONG LAST SAID LINE, 262.78 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 772, PAGE 887 OF SAID PUBLIC RECORDS; THENCE SOUTH 80°11'21" WEST, ALONG LAST SAID LINE, 114.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 175,035 SQUARE FEET, OR 4.02 ACRES, MORE OR LESS FOR: FALCON LAND & DEVELOPMENT

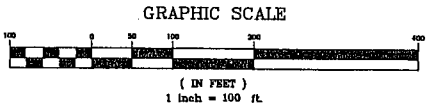


GENERAL NOTES


1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY R/W LINE OF RUSSELL SAMPSON ROAD AS H3150'59" W (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, HAD 1983 1980 NOS ADJUSTMENT).
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL, UTILIZE THE GRAPHIC SCALE AS SHOWN.
5. X-REFERENCE SURVEY BY CLARY & ASSOC. FILE NO. R9-24

LEGEND

R/W = RIGHT OF WAY
 O.R. = OFFICIAL RECORD
 P.O. = PARCEL(S)
 F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION



WETLAND PRESERVATION 3



FIELD DATE: DECEMBER 12, 2007
 SCALE: 1" = 100'

Clary & Associates, Inc.
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3850 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904-260-2703 | WWW.CLARYASSOC.COM

DENNIS E. ELSWICK, P.L.S. No. 3190

EXHIBIT "B"

A PORTION OF SECTION 17 TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, SAID TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE NORTH 88°57'51" EAST, ALONG THE NORTHERLY LINE OF MEEHAN ESTATES, AS RECORDED IN MAP BOOK 20, PAGES 34 AND 35, INCLUSIVE OF SAID PUBLIC RECORDS, A DISTANCE OF 2632.07 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE SOUTH 01°21'54" EAST, ALONG LAST SAID LINE, 2028.43 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY, PER ST. JOHNS COUNTY, RECORDED IN COUNTY ROAD PLAT BOOK 1, PAGES 9 THROUGH 13, INCLUSIVE OF SAID PUBLIC RECORDS); THENCE SOUTH 51°59'59" EAST, ALONG LAST SAID LINE, 635.65 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 823, PAGE 787 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°17'20" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 823, PAGE 788 OF SAID PUBLIC RECORDS, 834.52 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1650, PAGE 878 OF SAID PUBLIC RECORDS; THENCE NORTH 01°09'49" WEST, ALONG LAST SAID LINE, 210.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°48'53" WEST, 15.91 FEET; THENCE NORTH 39°21'45" WEST, 16.90 FEET; THENCE SOUTH 78°54'34" WEST, 45.13 FEET; THENCE SOUTH 78°05'22" WEST, 35.84 FEET; THENCE SOUTH 73°48'54" WEST, 48.26 FEET; THENCE NORTH 59°16'23" WEST, 19.92 FEET; THENCE SOUTH 19°37'54" WEST, 34.47 FEET; THENCE NORTH 61°16'46" WEST, 29.56 FEET; THENCE NORTH 62°45'54" WEST, 47.27 FEET; THENCE SOUTH 50°44'36" WEST, 34.29 FEET; THENCE SOUTH 86°25'00" WEST, 36.53 FEET; THENCE SOUTH 24°04'15" WEST, 27.74 FEET; THENCE SOUTH 49°18'40" WEST, 31.95 FEET; THENCE SOUTH 33°22'39" WEST, 31.47 FEET; THENCE NORTH 73°48'36" WEST, 41.33 FEET; THENCE SOUTH 65°12'13" WEST, 17.72 FEET; THENCE NORTH 40°18'36" WEST, 150.86 FEET; THENCE NORTH 28°42'45" EAST, 43.19 FEET; THENCE NORTH 50°55'09" WEST, 39.03 FEET; THENCE NORTH 20°01'21" EAST, 47.17 FEET; THENCE NORTH 03°03'56" WEST, 37.19 FEET; THENCE NORTH 47°05'24" WEST, 44.36 FEET; THENCE NORTH 03°10'54" WEST, 41.24 FEET; THENCE NORTH 60°02'00" WEST, 33.04 FEET; THENCE NORTH 24°44'26" WEST, 47.32 FEET; THENCE NORTH 77°13'23" WEST, 43.75 FEET; THENCE NORTH 57°20'00" WEST, 43.92 FEET; THENCE NORTH 73°16'24" WEST, 21.96 FEET; THENCE NORTH 68°54'55" WEST, 30.81 FEET; THENCE NORTH 57°52'49" WEST, 29.59 FEET; THENCE NORTH 72°16'42" WEST, 36.05 FEET; THENCE NORTH 81°45'48" WEST, 23.45 FEET; THENCE NORTH 16°30'48" WEST, 27.74 FEET; THENCE NORTH 58°02'12" WEST, 34.67 FEET; THENCE NORTH 58°15'24" WEST, 36.13 FEET; THENCE NORTH 78°48'35" WEST, 39.85 FEET; THENCE NORTH 83°14'55" WEST, 25.48 FEET; THENCE SOUTH 41°27'15" WEST, 22.47 FEET; THENCE NORTH 61°39'53" WEST, 40.56 FEET; THENCE NORTH 61°58'05" WEST, 35.78 FEET; THENCE NORTH 70°24'05" WEST, 41.26 FEET; THENCE NORTH 06°31'22" EAST, 41.84 FEET; THENCE NORTH 12°59'08" EAST, 47.05 FEET; THENCE SOUTH 56°53'48" EAST, 20.89 FEET; THENCE SOUTH 64°15'31" EAST, 36.64 FEET; THENCE NORTH 58°37'29" EAST, 51.75 FEET; THENCE NORTH 70°48'50" WEST, 75.48 FEET; THENCE NORTH 30°08'53" WEST, 41.25 FEET; THENCE NORTH 14°18'19" EAST, 24.49 FEET; THENCE NORTH 21°51'05" EAST,

CONTINUED EXHIBIT "B"

39.54 FEET; THENCE NORTH 00°11'30" EAST, 64.29 FEET; THENCE NORTH 11°35'34" EAST, 51.58 FEET; THENCE NORTH 01°41'51" WEST, 31.86 FEET; THENCE SOUTH 48°35'46" EAST, 23.15 FEET; THENCE SOUTH 43°30'46" EAST, 86.31 FEET; THENCE SOUTH 71°35'07" EAST, 25.21 FEET; THENCE SOUTH 79°07'37" EAST, 27.13 FEET; THENCE SOUTH 46°30'09" EAST, 28.09 FEET; THENCE SOUTH 49°16'11" EAST, 42.25 FEET; THENCE SOUTH 77°44'57" EAST, 51.75 FEET; THENCE SOUTH 83°03'18" EAST, 45.07 FEET; THENCE NORTH 80°08'44" EAST, 50.26 FEET; THENCE NORTH 87°37'00" EAST, 51.30 FEET; THENCE NORTH 79°48'28" EAST, 54.00 FEET; THENCE SOUTH 87°04'04" EAST, 40.67 FEET; THENCE SOUTH 76°46'28" EAST, 55.23 FEET; THENCE SOUTH 71°02'06" EAST, 68.54 FEET; THENCE SOUTH 43°01'49" EAST, 37.36 FEET; THENCE NORTH 47°28'47" EAST, 60.04 FEET; THENCE NORTH 48°51'11" EAST, 35.09 FEET; THENCE NORTH 81°39'25" EAST, 52.71 FEET; THENCE NORTH 02°28'11" WEST, 18.68 FEET; THENCE NORTH 32°03'16" WEST, 26.19 FEET; THENCE SOUTH 88°52'38" WEST, 46.14 FEET; THENCE NORTH 41°58'03" EAST, 53.40 FEET; THENCE NORTH 76°02'56" EAST, 68.27 FEET; THENCE SOUTH 85°08'30" EAST, 63.41 FEET; THENCE SOUTH 50°28'24" EAST, 35.17 FEET; THENCE NORTH 87°12'42" EAST, 50.59 FEET; THENCE SOUTH 71°29'27" EAST, 38.39 FEET; THENCE SOUTH 04°57'57" EAST, 31.76 FEET; THENCE SOUTH 26°40'43" EAST, 38.32 FEET; THENCE SOUTH 08°19'32" EAST, 37.04 FEET; THENCE SOUTH 09°53'45" EAST, 44.18 FEET; THENCE SOUTH 37°17'28" WEST, 76.03 FEET; THENCE NORTH 71°51'24" EAST, 42.69 FEET; THENCE NORTH 84°40'10" EAST, 7.72 FEET TO A FORESAID WESTERLY LINE OFFICAL RECORDS 1650, PAGE 878; THENCE SOUTH 01°09'49" EAST, ALONG LAST SAID LINE, 205.98 FEET; THENCE SOUTH 89°02'26" WEST, 28.95 FEET; THENCE NORTH 71°03'43" WEST, 34.24 FEET; THENCE SOUTH 78°19'36" WEST, 38.84 FEET; THENCE NORTH 61°18'23" WEST, 35.35 FEET; THENCE SOUTH 50°31'55" WEST, 49.23 FEET; THENCE SOUTH 13°13'06" EAST, 31.88 FEET; THENCE SOUTH 40°35'43" WEST, 16.66 FEET; THENCE SOUTH 12°32'47" EAST, 58.19 FEET; THENCE SOUTH 77°27'25" EAST, 32.13 FEET; THENCE SOUTH 87°07'36" EAST, 35.05 FEET; THENCE SOUTH 36°06'56" EAST, 44.54 FEET; THENCE SOUTH 58°13'41" EAST, 40.63 FEET; THENCE SOUTH 56°10'24" EAST, 30.59 FEET; THENCE SOUTH 89°30'45" EAST, 10.65 FEET TO A FORESAID WESTERLY LINE OFFICAL RECORDS 1650, PAGE 878; THENCE SOUTH 01°10'41" EAST, ALONG LAST SAID LINE, 191.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 537,883 SQUARE FEET OR 12.35 ACRES, MORE OR LESS.

CONTINUED EXHIBIT "B" ACCESS EASEMENT

A PORTION OF SECTION 17, THE JOSEPH PEAVETT GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, SAID TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 88°57'51" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 8, ALSO BEING THE NORTHERLY LINE OF MEEHAN ESTATES, AS RECORDED IN MAP BOOK 20, PAGES 34 AND 35, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2632.12 FEET TO THE EASTERLY LINE OF SAID MEEHAN ESTATES; THENCE SOUTH 01°21'54" EAST, ALONG LAST SAID LINE, 1960.23 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY, SAID POINT LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, RUN THE FOLLOWING THREE (3) COURSES: COURSE NO. 1: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5030.00 FEET, AN ARC DISTANCE OF 11.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°01'06" EAST, 11.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 50°57'08" EAST, 1.74 FEET TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE SOUTH 50°57'07" EAST, 134.42 FEET TO THE CUSP OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°47'05" WEST, 31.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 231.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°15'45" EAST, 227.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°51'28" WEST, 54.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 452.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°43'28" EAST, 441.41 FEET; THENCE SOUTH 55°52'14" EAST, 175.85 FEET; THENCE NORTH 34°07'46" EAST, 80.00 FEET; THENCE NORTH 55°52'14" WEST, 256.01 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 597.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°19'19" WEST, 578.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°51'28" EAST, 54.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 145.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°47'36" WEST, 143.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 47.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°44'47" WEST, 40.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.87 ACRES, MORE OR LESS.

FOR: FALCON LAND & DEVELOPMENT

EXHIBIT "C"

A PORTION OF SECTION 46, THE JOSEPH PEAVETT GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, SAID TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE NORTH $00^{\circ}02'28''$ WEST, ALONG THE WESTERLY LINE OF SAID SECTION 8, A DISTANCE OF 2682.44 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE SOUTH $88^{\circ}53'48''$ WEST, ALONG LAST SAID LINE, 1376.99 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 813, PAGE 1729 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $00^{\circ}25'28''$ EAST, ALONG LAST SAID LINE, 1089.87 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2190, PAGE 1582 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $65^{\circ}26'37''$ EAST, 1356.86 FEET; COURSE NO. 2: SOUTH $77^{\circ}47'44''$ EAST, 1202.67 FEET; COURSE NO. 3: NORTH $81^{\circ}26'36''$ EAST, 3079.25 FEET; COURSE NO. 4: SOUTH $35^{\circ}00'00''$ EAST, 2453.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH $24^{\circ}59'52''$ EAST, 165.62 FEET; THENCE SOUTH $17^{\circ}38'03''$ EAST, 42.45 FEET; THENCE NORTH $85^{\circ}34'28''$ EAST, 34.30 FEET; THENCE NORTH $23^{\circ}26'10''$ EAST, 27.01 FEET; THENCE NORTH $00^{\circ}31'29''$ WEST, 43.45 FEET; THENCE NORTH $69^{\circ}48'21''$ EAST, 96.55 FEET; THENCE NORTH $20^{\circ}28'58''$ WEST, 57.11 FEET; THENCE NORTH $32^{\circ}11'00''$ EAST, 94.37 FEET; THENCE SOUTH $82^{\circ}11'15''$ EAST, 48.88 FEET; THENCE SOUTH $83^{\circ}34'28''$ EAST, 77.49 FEET; THENCE NORTH $07^{\circ}03'04''$ WEST, 40.08 FEET; THENCE NORTH $23^{\circ}34'01''$ EAST, 85.04 FEET; THENCE NORTH $77^{\circ}19'15''$ WEST, 46.94 FEET; THENCE NORTH $79^{\circ}05'09''$ EAST, 29.15 FEET; THENCE NORTH $01^{\circ}44'48''$ WEST, 50.80 FEET; THENCE NORTH $56^{\circ}04'51''$ EAST, 38.74 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 (STATE ROAD NO. 9, A 300 FOOT LIMITED ACCESS RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2440); THENCE SOUTH $03^{\circ}59'10''$ WEST, ALONG LAST SAID LINE, 880.64 FEET; THENCE SOUTH $29^{\circ}20'01''$ WEST, 26.19 FEET; THENCE SOUTH $34^{\circ}31'21''$ WEST, 72.64 FEET; THENCE NORTH $55^{\circ}56'25''$ WEST, 23.86 FEET; THENCE SOUTH $80^{\circ}49'50''$ WEST, 57.09 FEET; THENCE NORTH $10^{\circ}22'33''$ WEST, 14.75 FEET; THENCE NORTH $22^{\circ}12'50''$ WEST, 99.64 FEET; THENCE NORTH $27^{\circ}18'29''$ WEST, 47.90 FEET; THENCE SOUTH $72^{\circ}18'19''$ WEST, 66.66 FEET; THENCE SOUTH $03^{\circ}31'37''$ EAST, 71.46 FEET; THENCE NORTH $80^{\circ}28'17''$ WEST, 53.70 FEET; THENCE SOUTH $12^{\circ}12'19''$ WEST, 90.70 FEET; THENCE NORTH $05^{\circ}06'59''$ WEST, 85.60 FEET; THENCE NORTH $50^{\circ}10'15''$ WEST, 68.62 FEET; THENCE SOUTH $06^{\circ}59'27''$ EAST, 5.99 FEET; THENCE SOUTH $74^{\circ}49'20''$ WEST, 23.77 FEET; THENCE NORTH $15^{\circ}18'31''$ WEST, 202.98 FEET; THENCE NORTH $06^{\circ}20'51''$ WEST, 76.14 FEET; THENCE NORTH $65^{\circ}04'44''$ EAST, 124.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 251,676 SQUARE FEET, OR 5.78 ACRES, MORE OR LESS

EXHIBIT "D"

A PORTION OF SECTION 46, THE JOSEPH PEAVETT GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 8, SAID TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE NORTH $00^{\circ}02'28''$ WEST, ALONG THE WESTERLY LINE OF SAID SECTION 8, A DISTANCE OF 2682.44 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7; THENCE SOUTH $88^{\circ}53'48''$ WEST, ALONG LAST SAID LINE, 1376.99 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 813, PAGE 1729 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $00^{\circ}25'28''$ EAST, ALONG LAST SAID LINE, 1089.87 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2190, PAGE 1582 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH $65^{\circ}26'37''$ EAST, 1356.86 FEET; COURSE NO. 2: SOUTH $77^{\circ}47'44''$ EAST, 1202.67 FEET; COURSE NO. 3: NORTH $81^{\circ}26'36''$ EAST, 3079.25 FEET; COURSE NO. 4: SOUTH $35^{\circ}00'00''$ EAST, 2453.26 FEET; THENCE SOUTH $65^{\circ}04'44''$ WEST, 229.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $05^{\circ}51'49''$ EAST, 50.56 FEET; THENCE SOUTH $15^{\circ}36'24''$ EAST, 52.79 FEET; THENCE SOUTH $15^{\circ}36'24''$ EAST, 191.55 FEET; THENCE NORTH $61^{\circ}24'25''$ WEST, 54.01 FEET; THENCE SOUTH $74^{\circ}37'48''$ WEST, 136.22 FEET; THENCE SOUTH $12^{\circ}19'42''$ EAST, 57.19 FEET; THENCE SOUTH $20^{\circ}14'34''$ WEST, 21.73 FEET; THENCE SOUTH $14^{\circ}23'43''$ EAST, 61.06 FEET; THENCE SOUTH $15^{\circ}12'33''$ WEST, 53.10 FEET; THENCE SOUTH $21^{\circ}05'38''$ WEST, 27.50 FEET; THENCE SOUTH $03^{\circ}26'15''$ EAST, 45.95 FEET; THENCE SOUTH $05^{\circ}38'59''$ EAST, 91.02 FEET; THENCE SOUTH $46^{\circ}05'44''$ EAST, 39.38 FEET; THENCE SOUTH $35^{\circ}01'05''$ EAST, 35.17 FEET; THENCE SOUTH $06^{\circ}58'03''$ EAST, 44.02 FEET; THENCE SOUTH $35^{\circ}16'55''$ WEST, 34.45 FEET; THENCE SOUTH $54^{\circ}07'57''$ EAST, 51.45 FEET; THENCE SOUTH $38^{\circ}18'30''$ EAST, 37.11 FEET; THENCE SOUTH $09^{\circ}06'21''$ WEST, 36.74 FEET; THENCE SOUTH $18^{\circ}20'23''$ WEST, 46.17 FEET; THENCE SOUTH $35^{\circ}31'53''$ WEST, 32.33 FEET; THENCE SOUTH $52^{\circ}10'08''$ EAST, 23.10 FEET; THENCE SOUTH $53^{\circ}26'43''$ EAST, 73.14 FEET; THENCE SOUTH $05^{\circ}42'32''$ EAST, 59.68 FEET; THENCE SOUTH $20^{\circ}38'48''$ EAST, 34.84 FEET; THENCE SOUTH $07^{\circ}51'54''$ WEST, 42.13 FEET; THENCE SOUTH $05^{\circ}41'25''$ EAST, 40.37 FEET; THENCE SOUTH $09^{\circ}09'01''$ WEST, 53.97 FEET; THENCE SOUTH $02^{\circ}39'26''$ WEST, 37.62 FEET; THENCE NORTH $90^{\circ}00'00''$ WEST, 655.17 FEET; THENCE NORTH $50^{\circ}19'48''$ WEST, 25.58 FEET; THENCE NORTH $20^{\circ}45'44''$ WEST, 10.38 FEET; THENCE NORTH $16^{\circ}55'44''$ WEST, 14.74 FEET; THENCE NORTH $71^{\circ}33'54''$ EAST, 10.63 FEET; THENCE NORTH $27^{\circ}10'15''$ WEST, 59.76 FEET; THENCE NORTH $28^{\circ}56'02''$ WEST, 15.88 FEET; THENCE NORTH $34^{\circ}56'18''$

CONTINUED EXHIBIT "D"

WEST, 72.42 FEET; THENCE NORTH 24°06'08" WEST, 122.40 FEET;
THENCE NORTH 18°26'06" WEST, 55.79 FEET; THENCE NORTH 02°47'54"
WEST, 54.53 FEET; THENCE SOUTH 89°12'50" WEST, 23.90 FEET;
THENCE NORTH 06°01'42" EAST, 18.33 FEET; THENCE NORTH 36°07'09"
EAST, 17.23 FEET; THENCE NORTH 00°56'30" EAST, 46.73 FEET;
THENCE NORTH 04°13'23" WEST, 30.96 FEET; THENCE NORTH 02°06'30"
WEST, 42.75 FEET; THENCE NORTH 04°24'13" EAST, 46.77 FEET;
THENCE NORTH 19°49'02" WEST, 148.01 FEET; THENCE SOUTH 82°56'38"
WEST, 33.54 FEET; THENCE NORTH 01°55'19" WEST, 74.18 FEET;
THENCE NORTH 11°45'29" WEST, 54.22 FEET; THENCE NORTH 65°07'10"
EAST, 975.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 808,007 SQUARE FEET, OR 18.55 ACRES, MORE OR LESS

CONTINUED EXHIBIT "D"

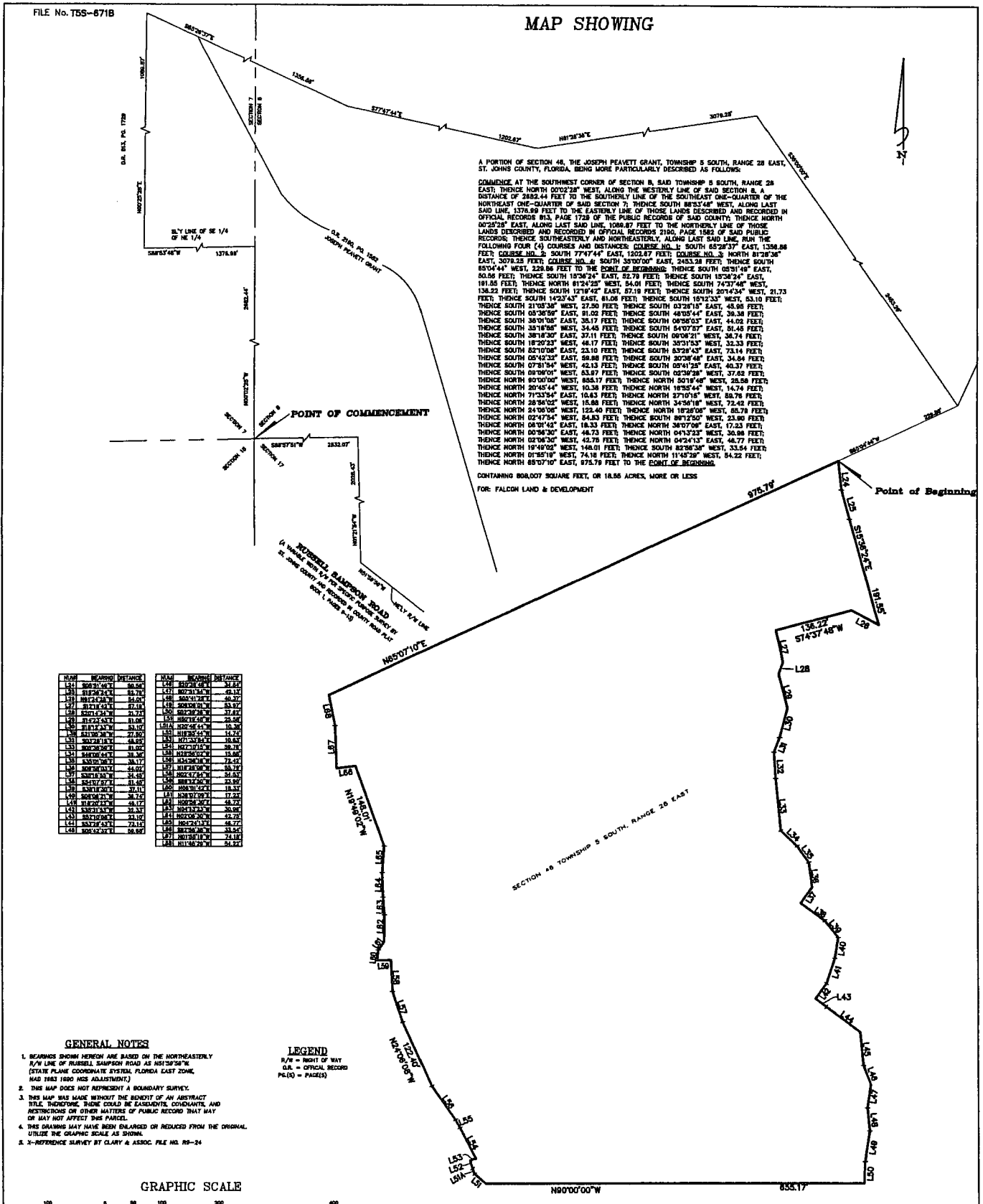


EXHIBIT "E"

PARCEL 100C

A PORTION OF THE JOSEPH PREVATT GRANT, SECTION 46, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA WITH THE WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9 (I-95)(A 300 FOOT LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78080-2444), SAID POINT BEING ON A CURVE; THENCE NORTHEASTERLY ALONG SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9, AND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5879.58 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°25'47", AN ARC DISTANCE OF 44.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°46'10" EAST, 44.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 03°59'04" EAST, ALONG SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 466.19 FEET; THENCE SOUTH 79°03'06" WEST, DEPARTING LAST SAID LINE, A DISTANCE OF 15.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 79°03'06" WEST, A DISTANCE OF 510.22 FEET; THENCE NORTH 12°21'45" WEST, A DISTANCE OF 18.99 FEET; THENCE NORTH 79°17'55" EAST, A DISTANCE OF 333.82 FEET; THENCE NORTH 11°52'57" EAST, A DISTANCE OF 41.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 24°14'37", AN ARC DISTANCE OF 21.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°14'21" WEST, 21.00 FEET; THENCE NORTH 12°21'39" WEST, A DISTANCE OF 177.26 FEET; THENCE SOUTH 57°54'50" EAST, A DISTANCE OF 41.26 FEET; THENCE NORTH 77°38'17" EAST, A DISTANCE OF 192.58 FEET; THENCE SOUTH 03°59'04" WEST, A DISTANCE OF 237.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.152 ACRES, MORE OR LESS.

Together with Drainage Easement

PARCEL 800C DRAINAGE EASEMENT (REVISED)

A PORTION OF THE JOSEPH PREVATT GRANT, SECTION 46, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

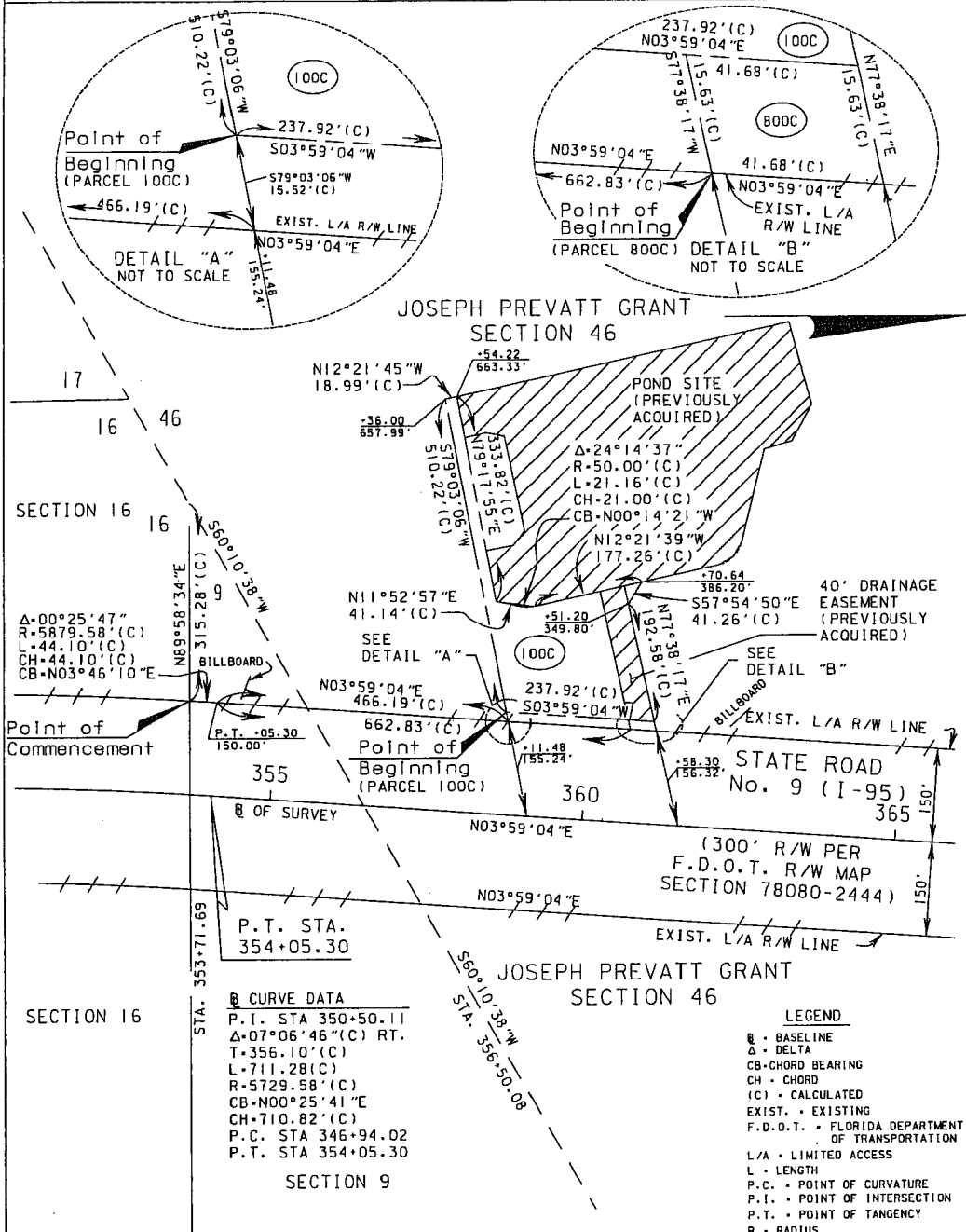
COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA WITH THE WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9 (I-95)(A 300 FOOT LIMITED ACCESS RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78080-2444), SAID POINT BEING ON A CURVE; THENCE NORTHEASTERLY ALONG SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9, AND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5879.58 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°25'47", AN ARC DISTANCE OF 44.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°46'10" EAST, 44.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 03°59'04" EAST, ALONG SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 662.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°38'17" WEST, DEPARTING SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 15.63 FEET; THENCE NORTH 03°59'04" EAST, A DISTANCE OF 41.68 FEET; THENCE NORTH 77°38'17" EAST, A DISTANCE OF 15.63 FEET TO THE SAID WESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9; THENCE SOUTH 03°59'04" WEST, ALONG LAST SAID LINE, A DISTANCE OF 41.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET, MORE OR LESS.

CONTINUED EXHIBIT "E"

MAP SHOWING A SKETCH OF

THAT PORTION OF THE JOSEPH PREVATT GRANT,
SECTION 46, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA



NO.	DATE	DESCRIPTION	BY

NOTE: REFER TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78080-2444 BY CHIOTTO & ASSOCIATES, INC.

- LEGEND**
- B • BASELINE
 - Δ • DELTA
 - CB • CHORD BEARING
 - CH • CHORD
 - (C) • CALCULATED
 - EXIST. • EXISTING
 - F.D.O.T. • FLORIDA DEPARTMENT OF TRANSPORTATION
 - L/A • LIMITED ACCESS
 - L • LENGTH
 - P.C. • POINT OF CURVATURE
 - P.I. • POINT OF INTERSECTION
 - P.T. • POINT OF TANGENCY
 - R • RADIUS
 - R/W • RIGHT OF WAY
 - STA. • STATION
 - T • TANGENT

SHEET 1 OF 2

PARTY CHIEF: N/A F.B. N/A PG. N/A FILE: POND7-REV.DGN DATE: 01/12/07 Drafter: JLS Checked By: JES JOB NO: 2006-B79

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, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

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



DATED JANUARY 12, 20 07
SCALE 1" = 200'

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