

RESOLUTION NO. 2009- 196

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING THAT DEFINES THE USE AND MAINTENANCE OF AN ACCESS EASEMENT TO A RAILS TO TRAILS TRAILHEAD PARCEL BEING PURCHASED BY THE STATE.

RECITALS

WHEREAS, on or about August 11, 2009, the Florida Department of Environmental Protection will present to the Governor and Cabinet an Option Agreement, attached hereto as **Exhibit "A"**, incorporated by reference and made a part hereof; to purchase a prime Trailhead site in St. Johns County for the Florida Rails to Trails program; and

WHEREAS, recreation trails and greenways are important community amenities that conserve critical open space, use natural resources for healthful outdoor activities, provide transportation options, increase property values, and spur the economic growth; and

WHEREAS, the Rails-to-Trails Conservancy reports that trails improve the local economy by stimulating tourism and preserving green infrastructure connections helps foster a sustainable future for North-East and Central Florida regions and improves the quality of life for our citizens; and

WHEREAS, the total funding of this acquisition is through the Office of Greenway and Trails as part of the Florida Forever funding for the acquisitions of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans; and

WHEREAS, as noted in Section 31 of the Option Agreement and as a condition of the purchase, the property owners have requested St. Johns County agree to a Memorandum of Understanding, attached hereto as **Exhibit "B"**, incorporated by reference and made a part hereof; that defines the use and maintenance of the access easement to the Trailhead entrance; and

WHEREAS, should the Governor and Cabinet not approve the Option Agreement for the purchase of the subject Trailhead, this Memorandum of Understanding shall be null and void.

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 Commissions hereby approves and authorizes the County Administrator to execute the Memorandum of Understanding.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to file the original Memorandum of Understanding in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of July, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stephenson
Cyndi Stephenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Ram Halterman
Deputy Clerk

RENDITION DATE 7/23/09

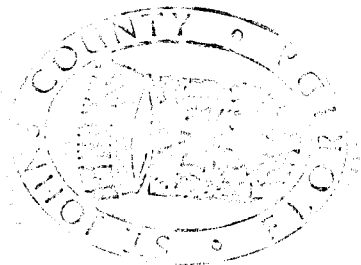


EXHIBIT "A" TO RESOLUTION

Project Name: **OGT-SR 207 Trailhead**

Folio/Tax ID No.: _____

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 200_, between **Anthony and Madalyn Mussallem**, whose address is **100 St. Augustine Drive South, St. Augustine, FL 32086** as "Seller" and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Buyer". Buyer's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase the real property located in St Johns County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller.
2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by DSL from the Comptroller of the State of Florida. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.
- 3.A. **PURCHASE PRICE.** The purchase price for the Property is **FOUR HUNDRED SIX THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$406,560.00)** ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 6.
- 3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price.
4. **ENVIRONMENTAL SITE ASSESSMENT.** Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials

on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4. confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 9. of this Agreement and Buyer's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 5 shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Buyer's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

6. SURVEY. Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

7. TITLE INSURANCE. Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense. Seller warrants that any billboards on the property shall be removed prior to closing.
8. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 18 of this Agreement shall apply.
9. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Buyer a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Property.
10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deed described in paragraph 9. of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL forms provided by DSL.
11. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Buyer elects to terminate the Agreement.
12. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.
13. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Buyer acquires fee title to the Property between January 1 and November 1, Seller shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. If Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.
14. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

15. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

16. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing.

17. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

18. DEFAULT. If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

19. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.

20. RECORDING. Buyer may record this Agreement, or notice of it, in the appropriate county or counties.

21. ASSIGNMENT. This Agreement may be assigned by Buyer, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

22. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

23. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

24. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties. Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.
26. WAIVER. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.
30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9. of this Agreement and Buyer's possession of the Property.
31. MEMORANDUM OF UNDERSTANDING. Buyer acknowledges that Seller and St. Johns County have entered into a Memorandum of Understanding for the use and maintenance of the Property.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE **AUGUST 1, 2009** BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. BUYER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION

THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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Robert Doherty
Witness as to Seller

Rebecca Sheiwan-Birchall
Witness as to Seller

SELLER
Anthony Mussallem

Anthony Mussallem

[Redacted]
Social Security No. or F.E.I.N.

6/22/09
Date signed by Seller

Phone No. 904-797-9445
8 a.m. - 5 p.m.

Robert Doherty
Witness as to Seller

Rebecca Sheiwan-Birchall
Witness as to Seller

SELLER
Madalyn Mussallem

Madalyn Mussallem

[Redacted]
Social Security No. or F.E.I.N.

6/22/09
Date signed by Seller

Phone No. 904 797-9445
8 a.m. - 5 p.m.

PURCHASER

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

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness as to Purchaser

Witness as to Purchaser

BY: _____
NAME: _____
AS ITS: _____

Date signed by Purchaser

Approved as to Form and Legality

By: _____

Date: _____

STATE OF Florida)

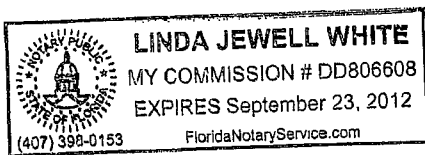
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 22 day of June, 2009 by Anthony and Madalyn Mussallem. Such person(s) (Notary Public must check applicable box):

is are personally known to me.
produced a current driver license(s).
produced _____ as identification.

(NOTARY PUBLIC SEAL)

Linda Jewell White
Notary Public



Notary Public)

Commission No.: DD806608

My Commission Expires: 9-23-2012

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, Bureau of Land Acquisition, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He/She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (if non-applicable, please indicate "None" or "Non-Applicable")

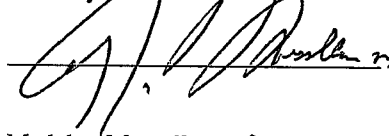
<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
			NONE

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
			NONE

SELLER

Anthony Mussallem



Madalyn Mussallem

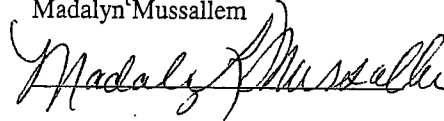


EXHIBIT "A"

A parcel of land lying in Section 4, Township 8 South, Range 29 East, St. Johns County, Florida being described as follows:

Commence at the Southwest corner of Section 4, Township 8 South, Range 29 East, St. Johns County, Florida; thence on the West line of said Section 4, N 00°57'01" W, a distance of 207.04 feet to the Point of Beginning; thence continue on said West line, N 00°57'01" W, a distance of 335.61 feet to a point on the Southeasterly Right of Way line of Florida East Coast Railway (a 100' right of way); thence departing said West line and on the Southeasterly Right of Way line of said Florida East Coast Railway, N 29°08'55" E, a distance of 1041.27 feet; thence departing said Southeasterly Right of Way line, N 89°49'52" E, a distance of 524.99 feet; thence S 00°33'22" E, a distance of 1215.82 feet; thence S 88°18'14" W, a distance of 1038.86 feet to the Point of Beginning.

TOGETHER with a 60' easement for ingress, egress, utilities and drainage as described in Official Records Book 881, Page 855, St. Johns County, Florida.

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into between **St. Johns County, Florida, ("County")**, and **Anthony and Madalyn Mussallem**.

WHEREAS, recreational trails and greenways are important community amenities that conserve critical open space, use natural resources for healthy outdoor activities, provide transportation options, increase property values, and spur economic development; and

WHEREAS, this Trailhead will be a major location link for Florida's Greenway and Trails corridor; and

WHEREAS, Anthony and Madalyn Mussallem and St. Johns County recognize that a shared **Access Driveway** for access to the Trailhead will reduce costs and ecological impacts for both parties; and

WHEREAS, attached hereto as Exhibit "A" is a map delineating the access driveway, incorporated by reference and hereby made a part of; and

WHEREAS, the Board of County Commissioners of **St. Johns County, Florida**, has determined that it is in the long-term interests of the County to accept the offer to maintain the access driveway to the Trailhead in this **MOU**; and

WHEREAS, it is understood by both parties that by the meaning of maintenance does not mean upgrading the driveway from its present condition, maintenance hereby means cutting the grass along the driveway and keeping the driveway free of debris; and

WHEREAS, it is hereby understood and agreed that maintenance of the driveway by the County shall commence after closing on the Trailhead site with the FDEP as the Buyer and Anthony and Madalyn Mussallem as the Seller; and

WHEREAS, it is hereby agreed and understood that at the time of development of the Trailhead the Board of St. Johns County Commissioners

will govern what type of construction improvements may be needed for the driveway access to the Trailhead when operational; and

WHEREAS, should development of the surrounding parcels sell or be developed prior to the development of the Trailhead, St. Johns County will not be responsible for any type of development cost to bring the access driveway up to development standards of the adjacent property owners that may share the 60 foot access easement; and

WHEREAS, it is hereby agreed that should Anthony Mussallem and Madalyn Mussallem or the current owner of record desire to upgrade the 60 foot driveway easement that runs to the entrance of the Trailhead, then this option to upgrade and or improve the driveway to the standards of St. Johns County Development Code shall be retained by owner at no cost to the County for this improvement; and

WHEREAS, it is hereby agreed that a Entrance Gate will be installed at the entrance to the Trailhead when Trailhead is operational, subject gate will be unlocked from dawn to dusk; and

NOW THEREFORE, it is mutually understood by both the **County** and **Anthony and Madalyn Mussallem** as follows:

1. **The above Clauses**, are incorporated into the body of this Agreement and said Whereas are adopted as Findings of Fact.
2. **Area of shared access driveway.**

The access driveway that will extend from Highway 207 to the **Trailhead** as depicted on the Exhibit "A".

3. **Use of Access Driveway; Public Use, Use of Equipment and/or Facilities accessible from the Access Driveway .**

Notwithstanding any other language contained in this Section, the local community through the **Access Driveway** shall have equal and unrestricted access to all park facilities located at **Trailhead**, during regular park hours. The residents of the adjacent development, who use the **Access**

Driveway, will be subject to the same rules and regulations as the other residents of **St. Johns County**.

4. **Maintenance of Access Driveway.**

It is understood that after the conveyance and acceptance of the Access Driveway by the **County**, the **County** shall be responsible for the maintenance of the **Access Driveway to Trailhead**.

5. **Risk of Loss.**

It is specifically understood that the **County** does not accept and/or assume any responsibility whatsoever for any property of the community, or other **County** residents, that runs along the **Access Driveway to Trailhead**.

6. **Public Purpose.**

The Board recognizes that by entering into this **MOU** with **Anthony and Madalyn Mussallem**, a public purpose is served, and the interests of both the **County**, and **Anthony and Madalyn Mussallem**, are served in the following ways:

The **County** will be able to foster a co-operative spirit with **Anthony and Madalyn Mussallem**, so as to enhance the recreational and ecological experience available when **Trailhead** is operational.

7. **Severability.**

If any word, phrase, sentence, part, subsection, section, or other portion of this **MOU**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or the proscribed application thereof, shall be severable, and remaining portions of the **MOU**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Witness

[Signature]
Print Name Robert Dvshame

[Signature]
Print Name Linda J. White

Anthony and Madalyn Mussallem

[Signature] Date 6/19/09
Anthony Mussallem

[Signature] Date 6/19/09
Madalyn Mussallem

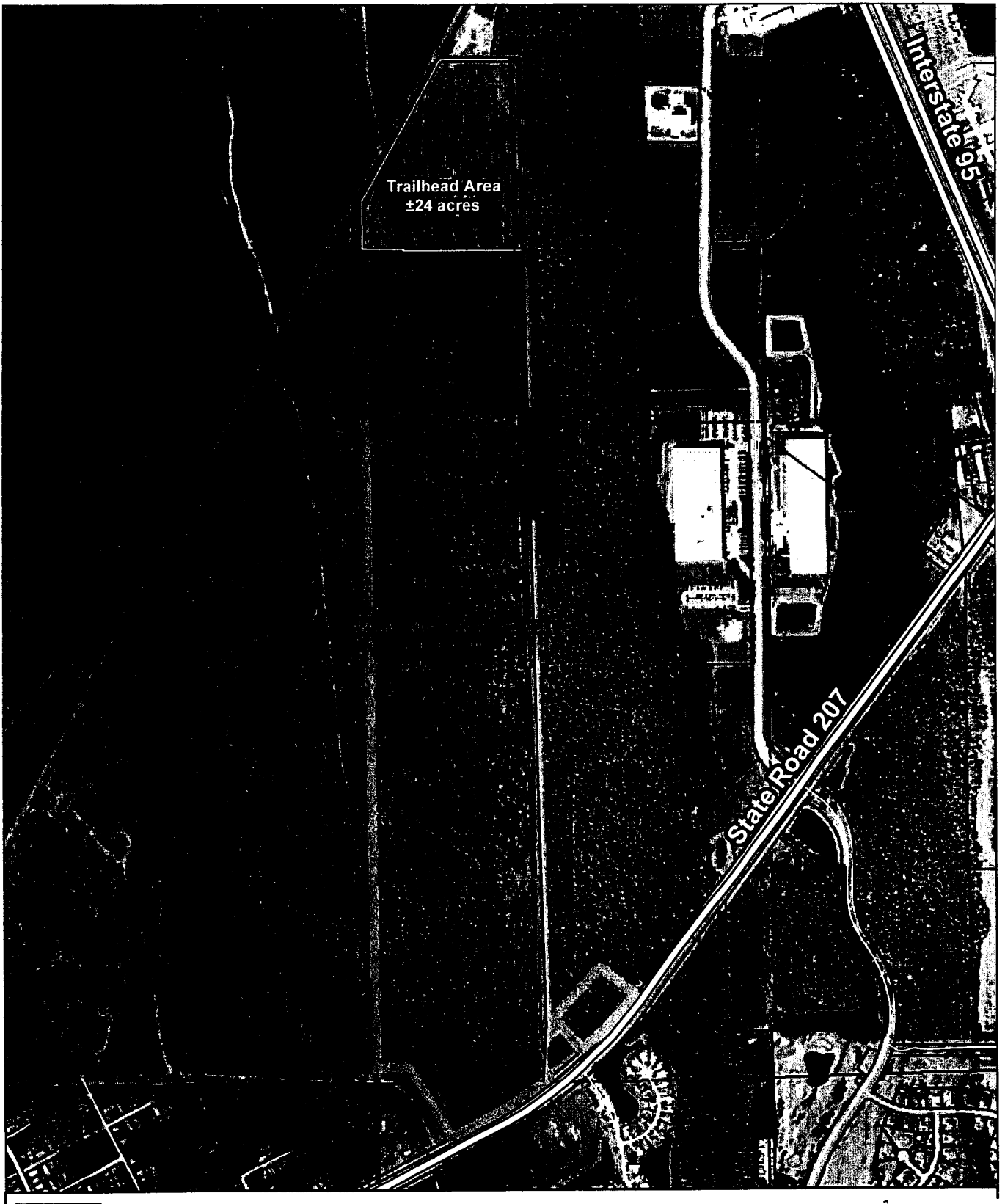
Witness

Print Name _____

Print Name _____

St. Johns County, Florida

By: _____ Date _____
Michael Wanchick,
County Administrator



Trailhead Area
±24 acres

State Road 207

Interstate 95