

RESOLUTION NO. 2009- 268

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE TWO PURCHASE AND SALE AGREEMENTS FOR PROPERTY REQUIRED FOR PHASE II OF I-95/CR210 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, per Resolution No. 2008-326, approved by St. Johns County Board of County Commissioners on November 18, 2008, the State of Florida Department of Transportation (FDOT) and St. Johns County executed the Transportation Regional Incentive Program (TRIP) Agreement; and

WHEREAS, in the TRIP Agreement, FDOT agrees to provide one-half of the match for project expenditures, and St. Johns County agrees to provide the other one-half pursuant to Florida Statute 339.2819; and

WHEREAS, this phase of the project includes widening of CR210 at I-95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

WHEREAS, the property owners, Robert J. Wilson, Juanita V. Wilson, Marvin J. Wilson, Janice R. Wilson and Terry L. Johnson, have agreed to sell approximately 5,092 square feet for the appraised value of \$74,300.00 and approximately 9,029 square feet for the appraised value of \$155,800.00 and have executed two separate Purchase and Sale Agreements attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, Prosser Hallock, the consultant Engineering firm, has identified 24 parcels required for this transportation project and these are the 2nd and 3rd parcels identified; and

WHEREAS, this Capital Improvement Project shall be funded jointly with FDOT TRIP funds and St. Johns County 2006 Transportation Bond; and

WHEREAS, it is in the best interest of the County to acquire these parcels to move forward with the needed roadway improvements.

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

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

Section 2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator or designee to execute

two original Purchase and Sale Agreements and take all steps necessary to move forward to close these transactions.

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 is instructed to file the original Purchase and Sale Agreements in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of October, 2009.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevanon
Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 10/8/09

EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2009, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and ROBERT J. WILSON and JUANITA V. WILSON, as Trustees of The Wilson Trust Agreement under agreement dated October 13, 2003, as to an undivided 1/3 interest and MARVIN J. WILSON and JANICE R. WILSON, as to an undivided 1/3 interest and TERRY L. JOHNSON, as to an undivided 1/3 interest ("Seller"), whose address is 10125 Russell Sampson Road, Jacksonville, Florida 32259.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the 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 5,092 square feet of property located on the north side of CR210, 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. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$74,300.00, 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)	\$7,430.00
(ii) Cash to Close	Closing Day	\$66,870.00
TOTAL PURCHASE PRICE		<u>\$74,300.00</u>

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

3. 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: _____

4. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE**, 3670 US 1, 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.

5. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title, 3670 US 1, St. Augustine, Florida 32086, on or before one hundred (100) days from the date of this Agreement ("Closing Date"), **TIME BEING OF THE ESSENCE.**

6. Prorations. Any real property taxes shall be prorated on the basis of the 2009 taxes at the highest allowable discount.

7. 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.

8. 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.

9. 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.

10. 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.

11. **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 I 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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17. **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.

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

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

20. **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: **Robert J. & Juanita V. Wilson
Marvin J. & Janice R. Wilson
Terry L. Johnson
10125 Russell Sampson Road
Jacksonville, Florida 32259**

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

Escrow Agent: **Action Title
3670 US 1
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:

Cecelia Aldrich
Signature
CECELIA Aldrich
Print
Debbie Taylor
Signature
Debbie Taylor
Print

SELLER:

Robert J. Wilson
ROBERT J. WILSON
Juanita V. Wilson
JUANITA V. WILSON
Marvin J. Wilson
MARVIN J. WILSON
Janice R. Wilson
JANICE R. WILSON
Terry L. Johnson
TERRY L. JOHNSON

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

WITNESSES:

Signature

Print

Signature

Print

BUYER:

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

By: _____ Date _____
Michael D. Wanchick
County Administrator

ATTEST: Cheryl Strickland, Clerk
By: _____
Deputy Clerk

29. Final Agency Acceptance: The Buyer has granted Final Agency acceptance this day of _____, 2009.

By: _____

Print Name: _____

This document delivered by Dehbi Iqbal Date: 8-3-09

This document received by _____ Date: _____ Date: _____
Robert J. Wilson Juanita V. Wilson

_____ Date: _____ Date: _____
Marvin J. Wilson Janice R. Wilson

Terry L. Johnson Date: 8/3/09
Terry L. Johnson

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

ESCROW AGENT

By: (Title Company Name)

Name: _____

Title: _____

Date: _____

SKETCH AND LEGAL DESCRIPTION OF

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

PARCEL 102 - FEE SIMPLE
PART "A"

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

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $01^{\circ}15'58''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,800.63 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING TWO COURSES AND DISTANCES: (1) THENCE SOUTH $73^{\circ}22'44''$ WEST, 69.35 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,400.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $05^{\circ}39'58''$, AN ARC DISTANCE OF 237.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $70^{\circ}32'46''$ WEST, 237.22 FEET TO THE NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND A POINT OF REVERSE CURVAUTURE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $52^{\circ}53'36''$, AN ARC DISTANCE OF 23.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ}50'23''$ WEST, 22.27 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, DEPARTING SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,410.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $08^{\circ}08'22''$, AN ARC DISTANCE OF 258.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $70^{\circ}18'33''$ EAST, 258.12 FEET; THENCE NORTH $73^{\circ}22'44''$ EAST, A DISTANCE OF 72.10 FEET TO THE SAID EASTERLY LINE OF SECTION 17; THENCE SOUTH $01^{\circ}15'58''$ EAST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 10.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,226 SQUARE FEET, MORE OR LESS.

PARCEL 102 - FEE SIMPLE
PART "B"

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

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $89^{\circ}23'26''$ WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,219.45 FEET TO THE WEST LINE OF GOVERNMENT LOT 4; THENCE NORTH $02^{\circ}12'08''$ EAST, ALONG SAID WEST LINE OF GOVERNMENT LOT 4, A DISTANCE OF 1,184.57 FEET TO THE NORTHWESTERLY 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 NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,814.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $04^{\circ}08'46''$, AN ARC DISTANCE OF 202.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $54^{\circ}14'38''$ EAST, 202.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH $76^{\circ}52'29''$ WEST, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 13.23 FEET; THENCE NORTH $57^{\circ}49'15''$ EAST, A DISTANCE OF 82.10 FEET TO THE SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,814.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $01^{\circ}41'46''$, AN ARC DISTANCE OF 83.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $51^{\circ}20'23''$ WEST, 83.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 450 SQUARE FEET, MORE OR LESS.

PARCEL 102 - FEE SIMPLE
PART "C"

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

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $89^{\circ}23'26''$ WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,219.45 FEET TO THE WEST LINE OF GOVERNMENT LOT 4; THENCE NORTH $02^{\circ}12'08''$ EAST, ALONG SAID WEST LINE OF GOVERNMENT LOT 4, A DISTANCE OF 1,184.57 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED), AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH $02^{\circ}12'08''$ EAST, ALONG SAID WEST LINE OF GOVERNMENT LOT 4, A DISTANCE OF 28.87 FEET; THENCE NORTH $57^{\circ}49'15''$ EAST, DEPARTING SAID WEST LINE OF GOVERNMENT LOT 4, A DISTANCE OF 41.68 FEET; THENCE SOUTH $10^{\circ}28'65''$ WEST, A DISTANCE OF 28.23 FEET TO THE SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND A POINT ON A CURVE; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,814.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $00^{\circ}45'67''$, AN ARC DISTANCE OF 37.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $55^{\circ}55'03''$ WEST, 37.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 839 SQUARE FEET, MORE OR LESS.

PAGE 3 OF 3

CADD FILE: PARCEL 102.DWG

DRAFTER: MJB

CHECKED BY: JES

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

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

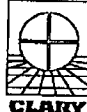
DATE DECEMBER 18 2008

SCALE N/A

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



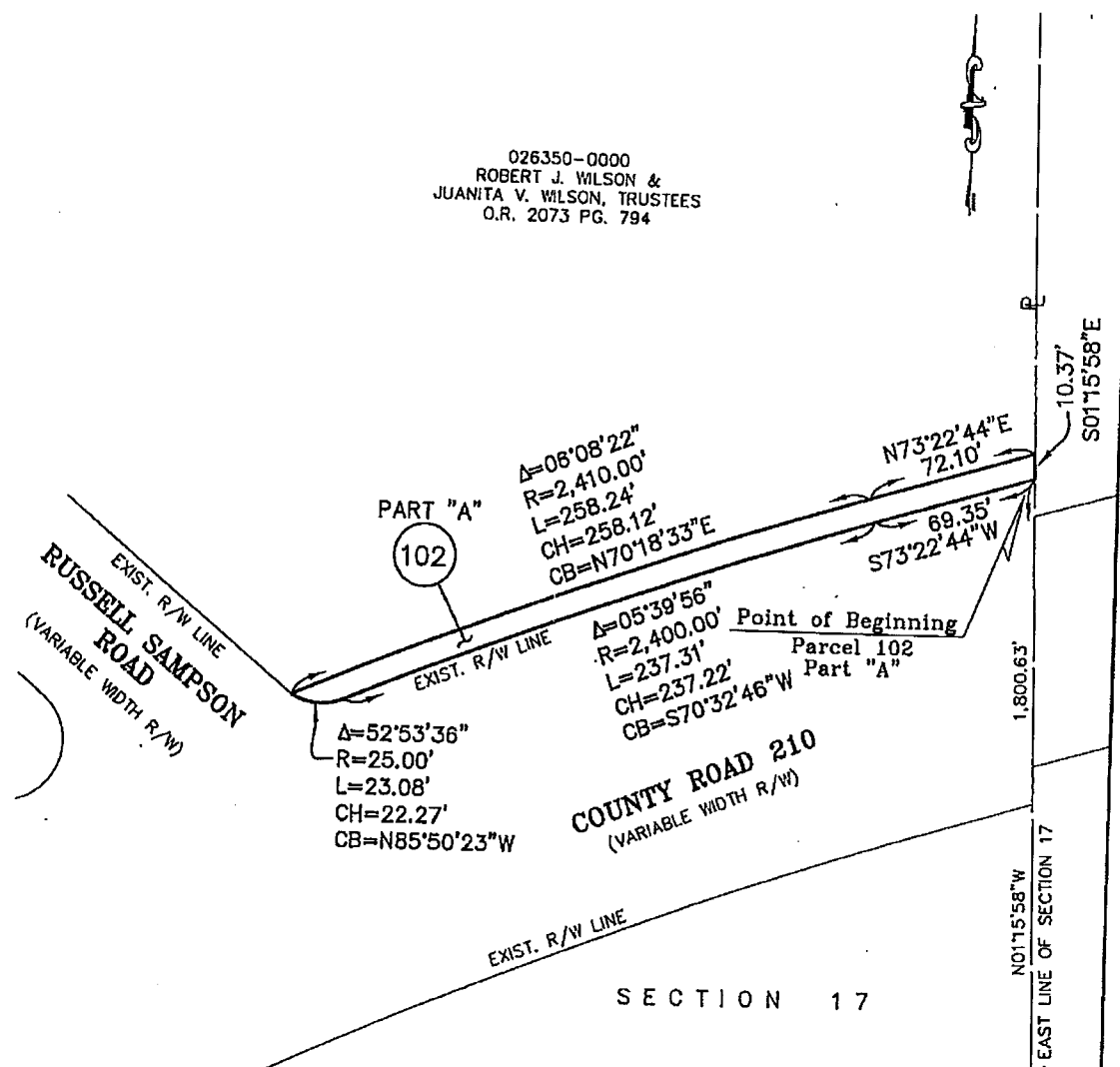
Dennis W. Elswick
DENNIS W. ELSWICK, P.L.S. CERT. NO. 3190

JOB No. 2008-811-3

SKETCH AND LEGAL DESCRIPTION OF

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

026350-0000
ROBERT J. WILSON &
JUANITA V. WILSON, TRUSTEES
O.R. 2073 PG. 794



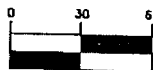
LEGEND

- Δ = DELTA
- CB = CHORD BEARING
- CH = CHORD
- EXIST. = EXISTING
- L = LENGTH
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- R = RADIUS
- R/W = RIGHT OF WAY

Point of Commencement

SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST

GRAPHIC SCALE



(IN FEET)
1" = 60'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS N 01°15'58" W. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.)

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. ITS SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

PAGE 1 OF 3

CADD FILE: PARCEL 102.DWG

DRAFTER: MJB

CHECKED BY: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, BY CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.037, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

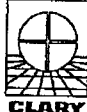
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DATE DECEMBER 18 2008

SCALE 1" = 60'

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32237
(904) 260-2703



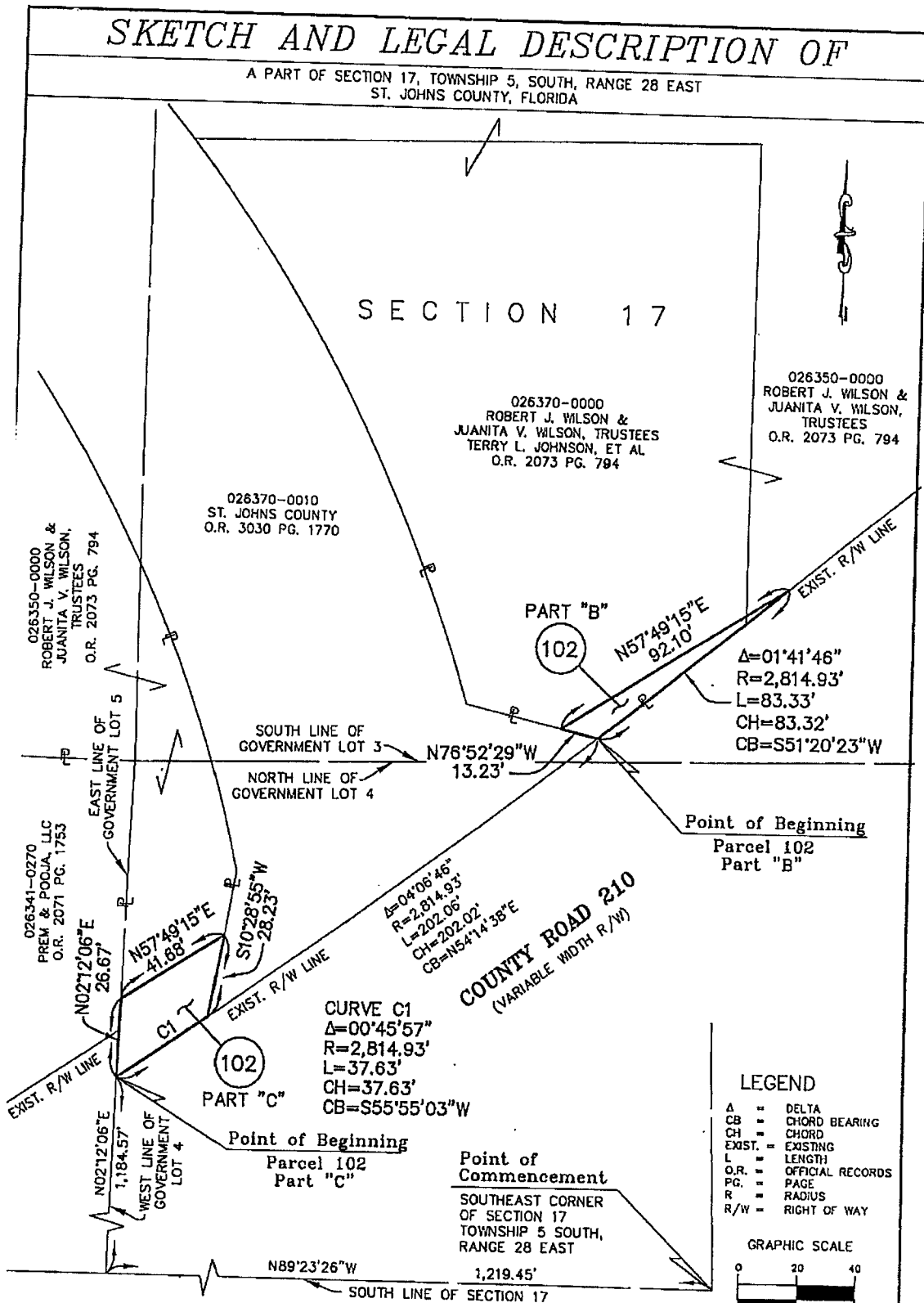
Dennis W. Elswick
DENNIS W. ELSWICK, P.L.S. CERT. NO. 3190

JOB No. 2008-811-3

SKETCH AND LEGAL DESCRIPTION OF

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

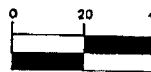
SECTION 17



LEGEND

- Δ = DELTA
- CB = CHORD BEARING
- CH = CHORD
- EXST. = EXISTING
- L = LENGTH
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- R = RADIUS
- R/W = RIGHT OF WAY

GRAPHIC SCALE



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS N 89°23'26" W. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.)

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

CADD FILE: PARCEL 102.DWG

DRAFTER: MJB

CHECKED BY: JEF

PAGE 2 OF 3

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

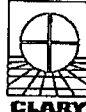
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DATE DECEMBER 18 2008

SCALE 1" = 40'

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS

LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703



Dennis W. Elswick

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

JOB No. 2008-811-3

SKETCH AND LEGAL DESCRIPTION OF

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

PARCEL 139 - FEE SIMPLE

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

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $01^{\circ}15'58''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,800.63 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING TWO COURSES AND DISTANCES: (1) THENCE SOUTH $73^{\circ}22'44''$ WEST, 69.35 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,400.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $05^{\circ}39'56''$, AN ARC DISTANCE OF 237.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $70^{\circ}32'46''$ WEST, 237.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING TWO COURSES AND DISTANCES: (1) THENCE SOUTHWESTERLY, CONTINUING ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,400.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $00^{\circ}44'37''$, AN ARC DISTANCE OF 31.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $67^{\circ}20'30''$ WEST, 31.15 FEET; (2) THENCE SOUTH $73^{\circ}22'44''$ WEST, A DISTANCE OF 78.32 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,410.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $02^{\circ}07'14''$, AN ARC DISTANCE OF 89.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $66^{\circ}10'45''$ EAST, 89.19 FEET TO THE NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED), AND A POINT ON A CURVE; THENCE EASTERLY, ALONG SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, AND ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF $52^{\circ}53'36''$, AN ARC DISTANCE OF 23.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $85^{\circ}60'23''$ EAST, 22.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 578 SQUARE FEET, MORE OR LESS.

PAGE 2 OF 2

CADD FILE: PARCEL 139.DWG

DRAFTER: MJB

CHECKED BY: JES

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DATE JANUARY 15 2009
SCALE N/A

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703



Dennis W. Elswick

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

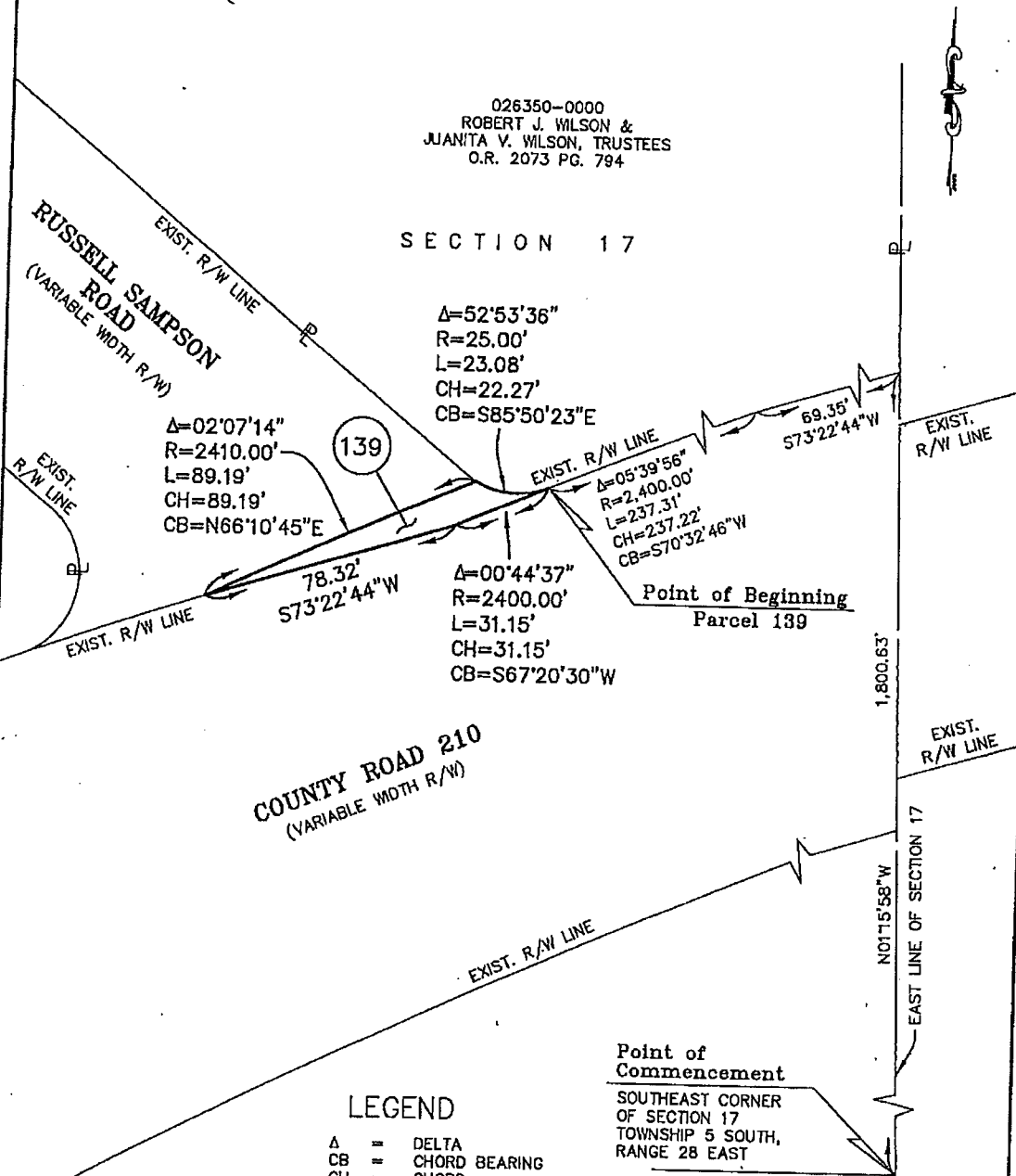
408 No. 2008-811-4

SKETCH AND LEGAL DESCRIPTION OF

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

026350-0000
ROBERT J. WILSON &
JUANITA V. WILSON, TRUSTEES
O.R. 2073 PG. 794

SECTION 17



COUNTY ROAD 210
(VARIABLE WIDTH R/W)

LEGEND

- Δ = DELTA
- CB = CHORD BEARING
- CH = CHORD
- EXIST. = EXISTING
- L = LENGTH
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- R = RADIUS
- R/W = RIGHT OF WAY

Point of Commencement

SOUTHEAST CORNER
OF SECTION 17
TOWNSHIP 5 SOUTH,
RANGE 28 EAST

GRAPHIC SCALE



GENERAL NOTES

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PAGE 1 OF 2

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Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



Dennis W. Elswick

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

DATE JANUARY 15 2009
SCALE 1" = 40'

EXHIBIT "B" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2009, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and ROBERT J. WILSON and JUANITA V. WILSON, as Trustees of The Wilson Trust Agreement under agreement dated October 13, 2003, as to an undivided 1/3 interest and MARVIN J. WILSON and JANICE R. WILSON, as to an undivided 1/3 interest and TERRY L. JOHNSON, as to an undivided 1/3 interest ("Seller"), whose address is 10125 Russell Sampson Road, Jacksonville, Florida 32259.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a portion of the 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 9,029 square feet of property located on the south side of CR210, 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. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.
2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$155,800.00, 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)	\$15,580.00
(ii) Cash to Close	Closing Day	\$140,220.00
TOTAL PURCHASE PRICE		<u>\$155,800.00</u>

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

3. 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: _____

4. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE**, 3670 US 1, 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.

5. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title, 3670 US 1, St. Augustine, Florida 32086, on or before one hundred (100) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2009 taxes at the highest allowable discount.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. **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.

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

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

20. **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: **Robert J. & Juanita V. Wilson
Marvin J. & Janice R. Wilson
Terry L. Johnson
10125 Russell Sampson Road
Jacksonville, Florida 32259**

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

Escrow Agent: **Action Title
3670 US 1
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:

Cecilia Aldrich
Signature

Cecilia Aldrich
Print

Debbie Taylor
Signature

Debbie Taylor
Print

SELLER:

Robert J. Wilson
ROBERT J. WILSON

Juanita V. Wilson
JUANITA V. WILSON

Marvin J. Wilson
MARVIN J. WILSON

Janice R. Wilson
JANICE R. WILSON

Terry L. Johnson
TERRY L. JOHNSON

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

WITNESSES:

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

Signature

Print

Signature

Print

By: _____
Michael D. Wanchick
County Administrator

_____ Date

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

29. **Final Agency Acceptance:** The Buyer has granted Final Agency acceptance this _____ day of _____, 2009.

By: _____

Print Name: _____

This document delivered by Dehbi Taylor Date: 7-9-09

This document received by Robert J. Wilson Date: 7/9/09 Juanita V. Wilson 7-9-09
Robert J. Wilson Juanita V. Wilson

Marvin J. Wilson 7-9-09 Date: 7-9-09 Janice R. Wilson
Marvin J. Wilson Janice R. Wilson

Terry D. Johnson Date: 7/9/09
Terry D. Johnson

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

ESCROW AGENT

By: (Title Company Name)

Name: _____

Title: _____

Date: _____

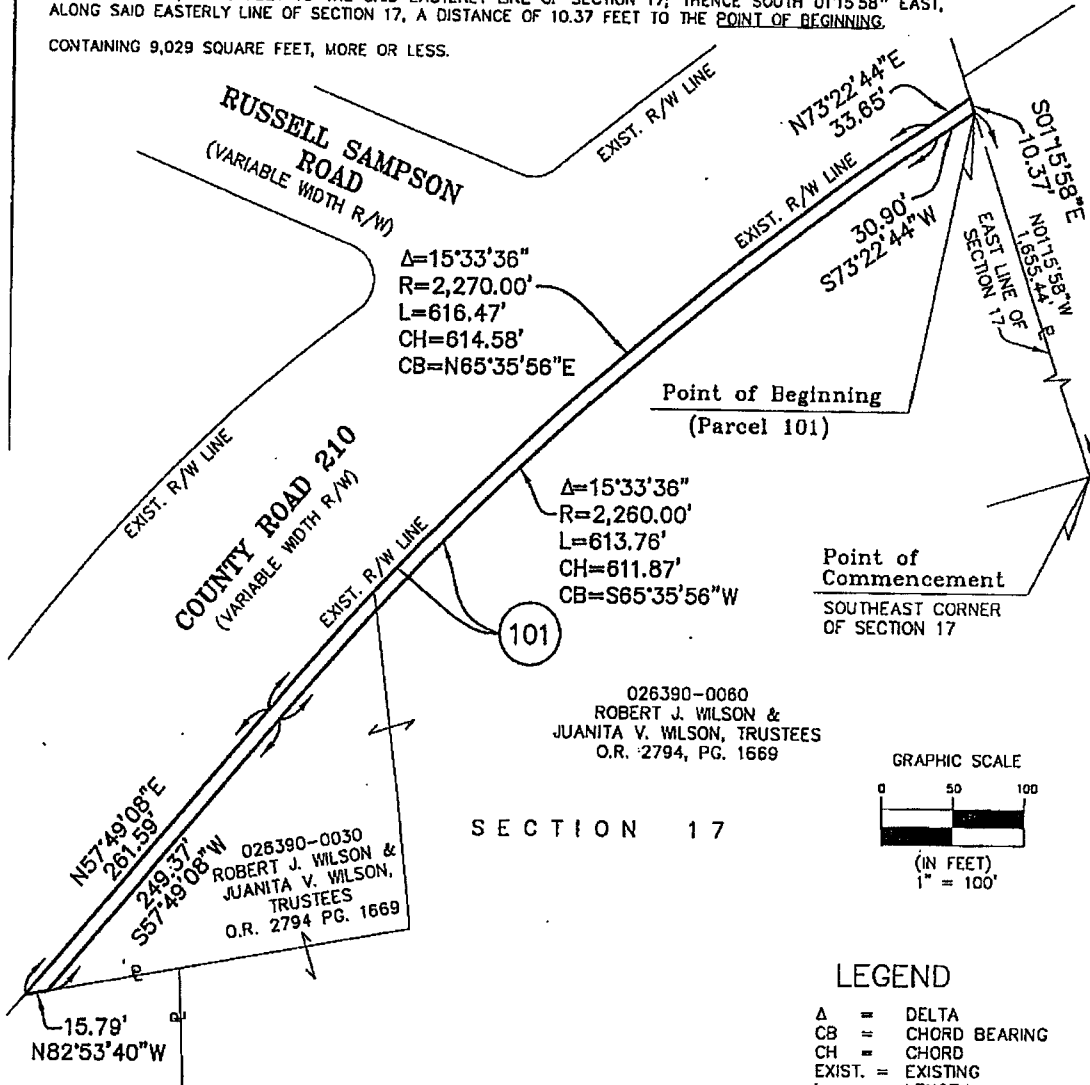
SKETCH AND LEGAL DESCRIPTION OF

PARCEL 101

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2794, PAGE 1669, OF THE PUBLIC RECORDS OF SAID COUNTY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°15'58" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,655.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73°22'44" WEST, A DISTANCE OF 30.90 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,260.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 15°33'36", AN ARC DISTANCE OF 613.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°35'56" WEST, 611.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°49'08" WEST, A DISTANCE OF 249.37 FEET; THENCE NORTH 82°53'40" WEST, A DISTANCE OF 15.79 TO THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 THE FOLLOWING THREE COURSES AND DISTANCES: (1) THENCE NORTH 57°49'08" EAST, 261.59 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,270.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 15°33'36", AN ARC DISTANCE OF 616.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°35'56" EAST, 614.58 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 73°22'44" EAST, 33.65 FEET TO THE SAID EASTERLY LINE OF SECTION 17; THENCE SOUTH 01°15'58" EAST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 10.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,029 SQUARE FEET, MORE OR LESS.



GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS N 01°15'58" W. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.)

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ABOVE DESCRIPTION.

CADD FILE: PARCEL 101.DWG

DRAFTER: MJB

CHECKED BY: JES

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE)

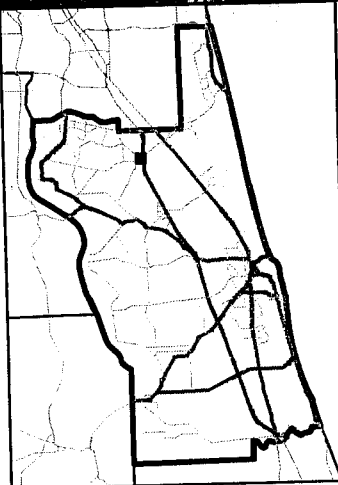
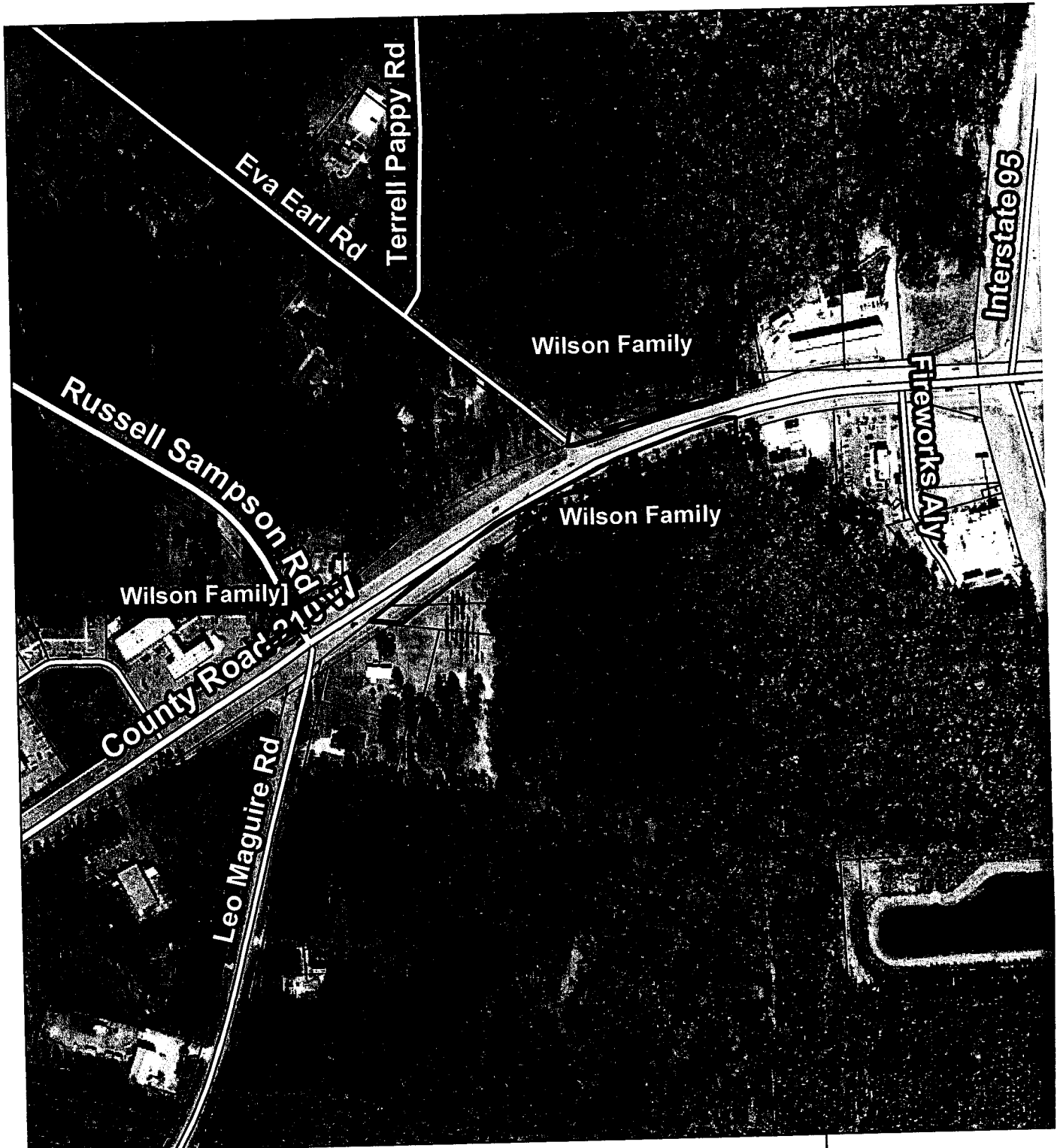
DATE NOVEMBER 24 2008
SCALE 1" = 100'

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703

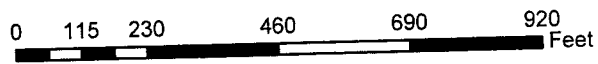


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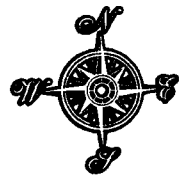
Phase II - I-95/CR 210 Roadway Improvement Project



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
September 11, 2009
(904) 209-0796



2008 Aerial Imager

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.