

RESOLUTION NO. 2011- 21

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CERTAIN PURCHASE AND SALE AGREEMENTS RELATED TO PHASE II OF THE CR 210 AT I-95 ROADWAY IMPROVEMENT PROJECT.**

**RECITALS**

**WHEREAS**, Burton 210, LLC, owner of property located along County Road 210, has executed and presented to the County Purchase and Sale Agreement for a fee simple parcel (Exhibit "A") and a Purchase and Sale Agreement of Easement (Exhibit "B"), attached hereto, incorporated by reference and made a part hereof as part of Phase II of the CR 210 @ I-95 Roadway Improvement Project; and

**WHEREAS**, the owner has agreed to a sale price of \$500.00 for the fee simple parcel and the Permanent Easement, identified by Prosser Hallock Planners & Engineers as needed for the project; and

**WHEREAS**, per Resolution No. 2008-326, the Board of County Commissioners approved and joined in the Transportation Regional Incentive Program (TRIP) Agreement executed by the State of Florida Department of Transportation (FDOT); and

**WHEREAS**, the TRIP Agreement provided that FDOT and St. Johns County each would share one-half of the cost of the roadway improvement project, pursuant to Florida Statute 339.2819; and

**WHEREAS**, this phase of the project includes acquisition of 47 parcels for the widening of CR 210 at I-95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

**WHEREAS**, these represent the 12<sup>th</sup> and 13<sup>th</sup> of 47 parcels needed for this Capital Improvement Project which is 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 this property in order 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.

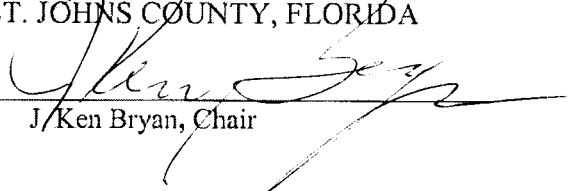
**Section 2.** The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreements and authorizes the County Administrator, or designee, to execute the Agreements on behalf of the County, and take necessary action to facilitate and close the purchase in accordance with the terms of said agreement.

**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.

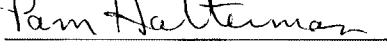
**Section 4.** The Clerk of Circuit Court is instructed to file the Purchase and Sale Agreements in the Clerk's Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 1st day of February, 2011.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 2/2/11



ST. JOHNS COUNTY REAL ESTATE DIVISION  
PURCHASE AGREEMENT

DISTRICT NO.:                 FDOT District #2                  
STATE ROAD NO.:                 SR 9/I-95/CR 210                  
COUNTY:                 St. Johns                  
PARCEL NO.:                 026700-0000 (104 Part "B")                

**Seller: Burton 210, LLC, a Florida limited liability company**  
**c/o Robert R. Burton**  
1570 Drury Court, St. Augustine, Florida 32092

**Buyer: St. Johns County, Florida**, a political subdivision of the State of Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property**

- (a) Estate being purchased:  Fee Simple  Permanent Easement  Temporary Easement  Leasehold  
(b) Real Property Described as: (see Exhibit "A")

Buildings, structures, fixtures and other improvements owned by others:                 none                  
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

**(a) Real Property**

Land	1. \$ <u>                150.00                </u>
Improvements	2. \$ <u>                0.00                </u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ <u>                0.00                </u>

**Total Real Property** 4. \$                 150.00                

**(b) Total Personal Property** 5. \$                 0.00                

**(c) Fees and Costs**

Attorney Fees	6. \$ <u>                0.00                </u>
Appraiser Fees	7. \$ <u>  </u>

    
    
   Fee(s) 8. \$                 0.00                

**Total Fees and Costs** 9. \$                 0.00                

**(d) Total Business Damages** 10. \$                 0.00                

**(e) Total Other Costs** 11. \$                 0.00                

List:   

**Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)** \$                 150.00                

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$                 150.00                

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$                 0.00

### III. 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 of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** 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"** shall be conveyed to Buyer by conveyance instruments(s) acceptable to Buyer.
- (h) 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.
- (i) Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement.
- There is not an addendum to this agreement.

VI. 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, 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 of 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 VII of this agreement.

Seller(s)

R Burton      1/3/11  
Signature                      Date

R BURTON  
Type or print name

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or print name

Buyer

St. Johns County, Florida

BY: \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or print name and title

**VII. Final Agency Acceptance**

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name and title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print and title

**LEGALLY SUFFICIENT**

M. un oed [Signature]  
Name  
Date: 1/1/09/11

**ADDITIONAL SIGNATURES**

SELLERS(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

**EXHIBIT "A"**  
**to the Purchase Agreement**

A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2331, PAGE 102, 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 1,643.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $01^{\circ}15'58''$  WEST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 11.63 FEET; THENCE NORTH  $73^{\circ}22'44''$  EAST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 46.06 FEET; THENCE SOUTH  $13^{\circ}32'32''$  EAST, A DISTANCE OF 12.35 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF SOUTH  $74^{\circ}42'20''$  WEST, 48.49 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $01^{\circ}14'07''$ , AN ARC LENGTH OF 48.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 553 SQUARE FEET, MORE OR LESS.

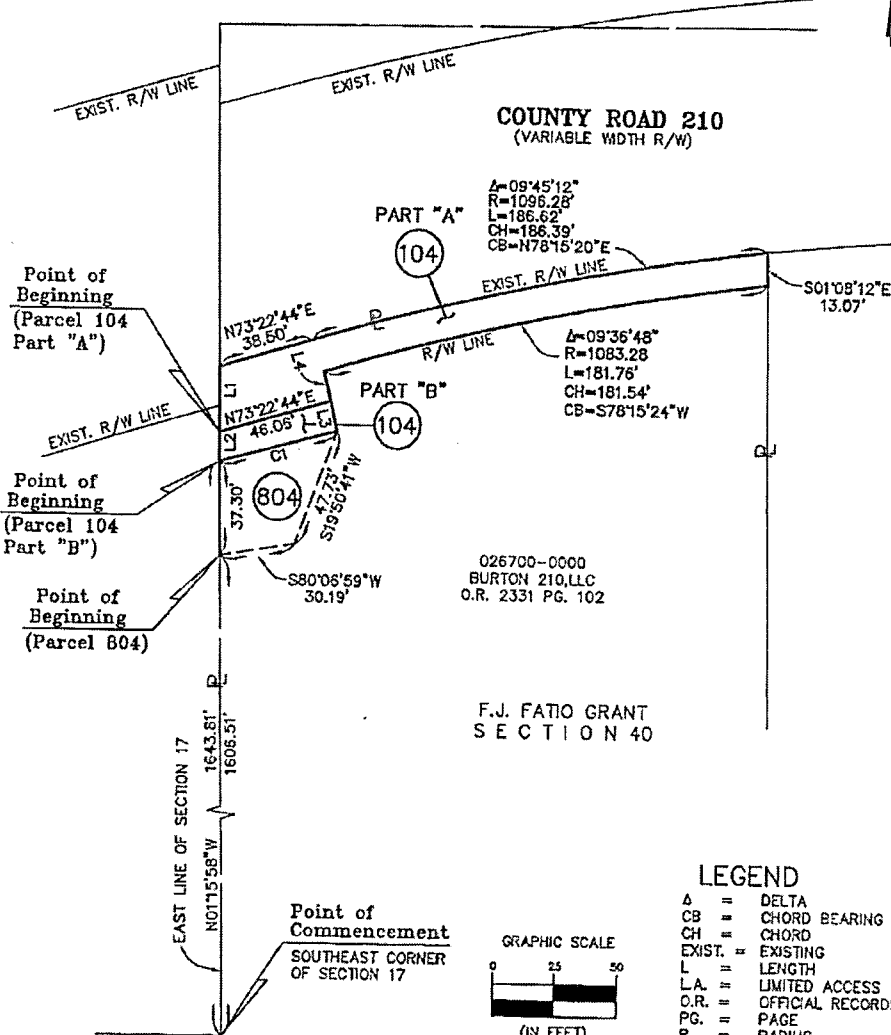
# SKETCH AND LEGAL DESCRIPTION OF

A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	BEARING
C1	01°14'07"	2248.96'	48.49'	S74°42'20"W 48.49'

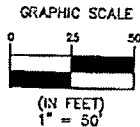
LINE TABLE		
LINE	LENGTH	BEARING
L1	25.93'	N01°15'58"W
L2	11.63'	N01°15'58"W
L3	12.35'	S13°32'32"E
L4	12.02'	S13°32'32"E

SECTION 17



**GENERAL NOTES**

- 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, HAD 1983 1990 NGS ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTIONS.



**LEGEND**

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

SHEET 1 OF 2

NO.	DATE	DESCRIPTION	BY
3	04-29-10	ADD 804, DEL. 704	JES
2	03-29-10	ADD PAR. 104B, REV. 704	JLS
1	12-07-08	ADD PARCEL 704 & SHEET 2	JES

JOB NO. 2008-811-B  
DRAFTER JES  
P.C. N/A  
F.B. N/A PG. N/A  
SCALE 1"=50'  
DATE APRIL 30, 2010  
CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 64-17, FLEACH ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LB NO. 3731  
3530 DROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
(904) 280-2703  
WWW.CLARYASSOC.COM





### III. 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 of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** 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"** shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) 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.
- (i) Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 120 days after Final Agency Acceptance.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page 5 is made a part of this agreement.
- There is not an addendum to this agreement.

VI. 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, 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 of 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 VII of this agreement.

**Seller(s)**

R. Burton      1/3/11  
Signature                      Date

R. BURTON  
Type or print name

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or print name

**Buyer**

St. Johns County, Florida

BY: \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or print name and title

**VII. Final Agency Acceptance**

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature                      Type or print name and title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print and title

**LEGALLY SUFFICIENT**  
[Signature]  
Date: 1/3/11

### ADDITIONAL SIGNATURES

SELLERS(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

**EXHIBIT "A"**  
**to the Purchase Agreement**

A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2331, PAGE 102, 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°15'58" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,606.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°15'58" WEST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 37.30 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°42'20" EAST, 48.49 FEET; THENCE NORTHEASTERLY, DEPARTING SAID EASTERLY LINE OF SECTION 17, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°14'07", AN ARC LENGTH OF 48.49 FEET; THENCE SOUTH 19°50'41" WEST, A DISTANCE OF 47.73 FEET; THENCE SOUTH 80°06'59" WEST, A DISTANCE OF 30.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,507 SQUARE FEET, MORE OR LESS.

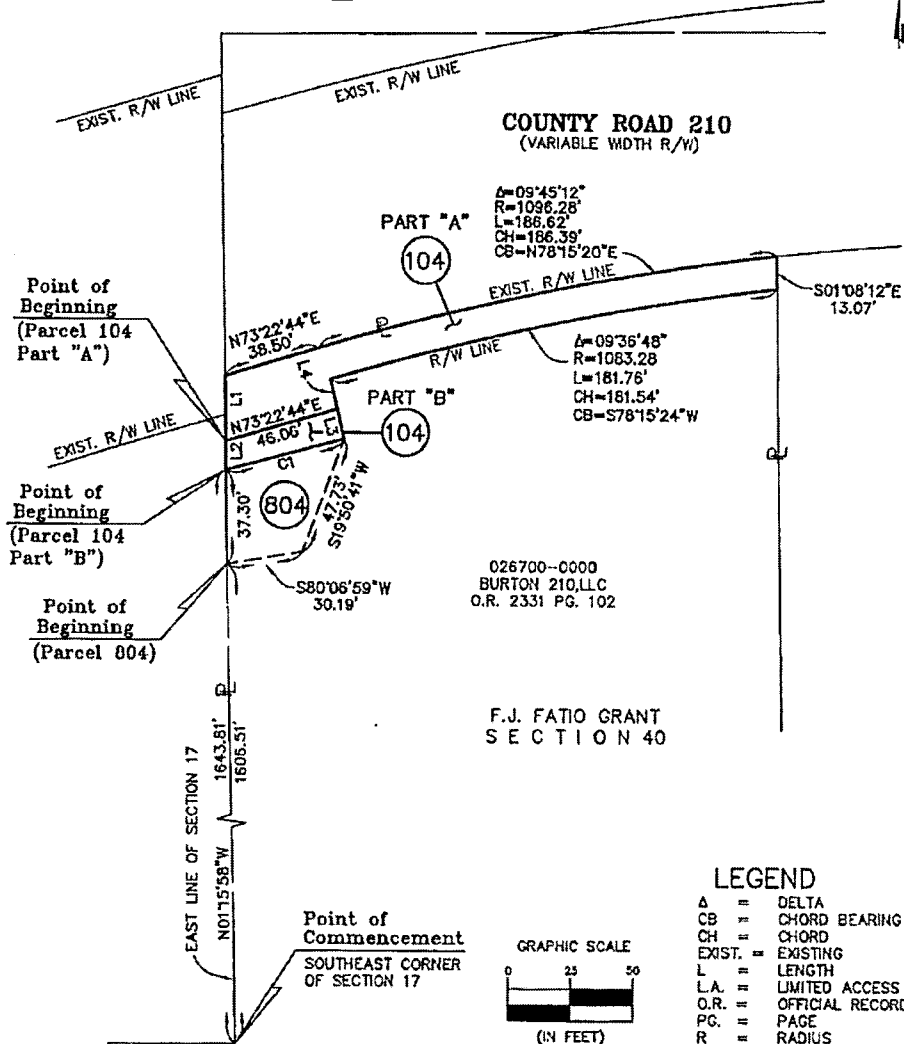
# SKETCH AND LEGAL DESCRIPTION OF

A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	01°14'07"	2748.96'	48.49'	S74°42'20"W	48.49'

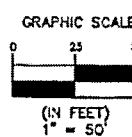
LINE TABLE		
LINE	LENGTH	BEARING
L1	25.93'	N01°15'58"W
L2	11.63'	N01°15'58"W
L3	12.35'	S13°32'32"E
L4	12.02'	S13°32'32"E

SECTION 17



## LEGEND

- $\Delta$  = DELTA
- CB = CHORD BEARING
- CH = CHORD
- EXIST. = EXISTING
- L = LENGTH
- L.A. = LIMITED ACCESS
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- R = RADIUS
- R/W = RIGHT OF WAY



### GENERAL NOTES

- 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.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. ITS SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTIONS.

NO.	DATE	DESCRIPTION	BY
3	04-30-10	ADD 004, DEL. 704	JES
2	03-29-10	ADD PAR. 104B, REV. 704	JLS
1	12-07-09	ADD PARCEL 704 & SHEET 2	JES

JOB NO. 2008-811-B  
 DRAFTER: JES  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=50'  
 DATE APRIL 30, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.002, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAFTER, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID, (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 P.O. BOX 3731  
 3030 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 299-2703  
 WWW.CLARYASSOC.COM

**ADDENDUM TO THE PURCHASE AGREEMENT**

Prepared by:  
Cecelia Aldrich  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

**GRANT OF EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between **BURTON 210, LLC**, a Florida limited liability company, c/o Robert R. Burton, whose address is 1570 Drury Court, St. Augustine, Florida 32092, hereinafter called **GRANTOR**, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called **GRANTEE**.

**WITNESSETH:** That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them, in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee, his successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to enter and maintain the drainage of surface waters either above or below the surface of the ground, together with the right to install and maintain drainage facilities, on, along, over through, across, or under the following described land situate in St. Johns County, Florida to wit:

Property as described on attached Exhibit "A", incorporated by reference and made a part hereof.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed in Our  
Presence as Witnesses:**

**Burton 210 LLC, a Florida  
limited liability company**

(Sign) \_\_\_\_\_

\_\_\_\_\_  
Robert R. Burton

(Print) \_\_\_\_\_

Its:

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

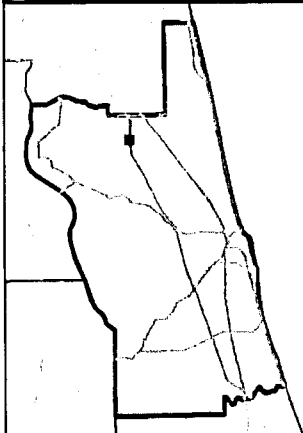
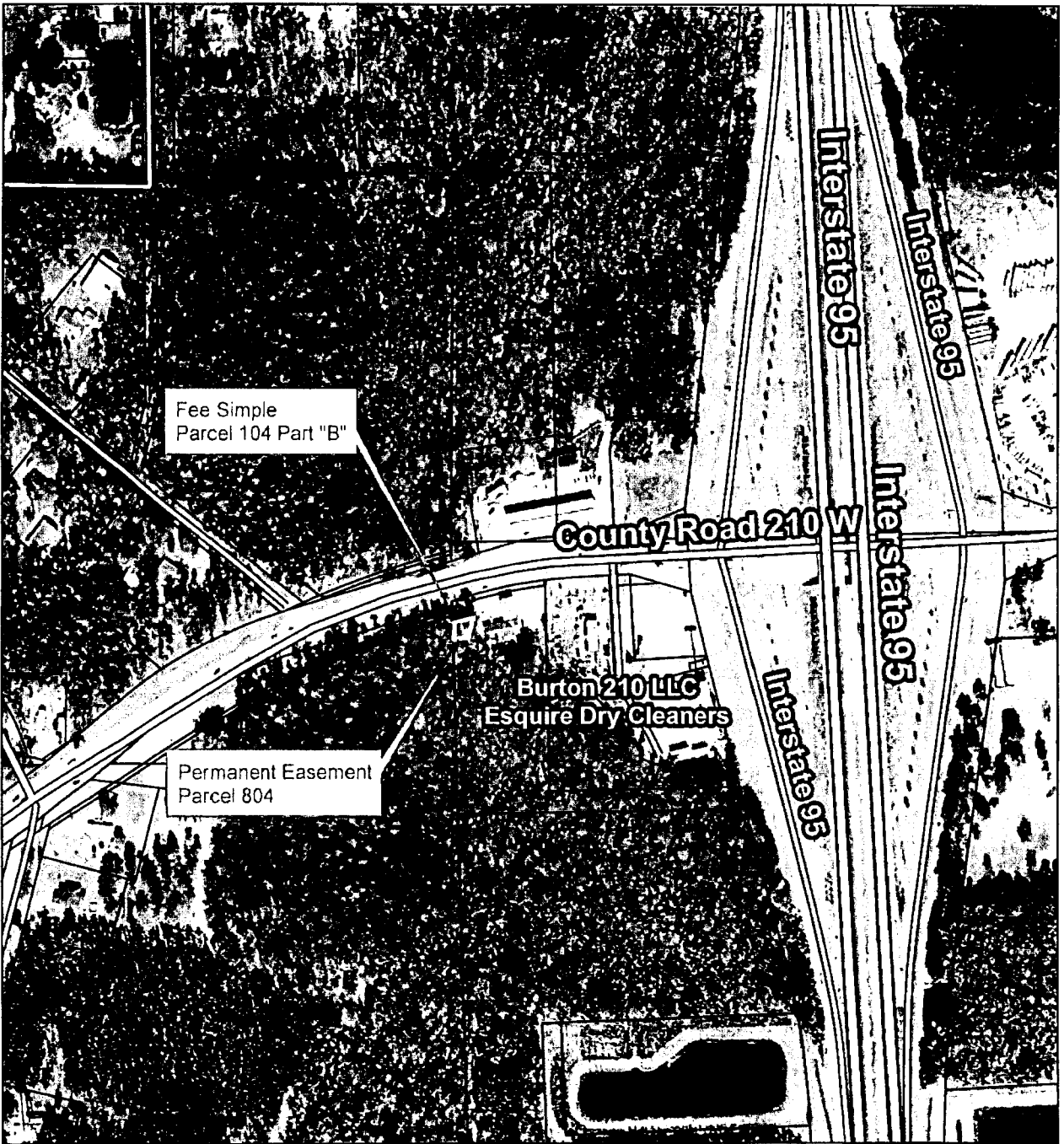
**EXHIBIT "A"**  
**to the Grant of Easement**

A PART OF THE F.J. FATIO GRANT, SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 2331, PAGE 102, 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°15'58" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,606.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°15'58" WEST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 37.30 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°42'20" EAST, 48.49 FEET; THENCE NORTHEASTERLY, DEPARTING SAID EASTERLY LINE OF SECTION 17, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°14'07", AN ARC LENGTH OF 48.49 FEET; THENCE SOUTH 19°50'41" WEST, A DISTANCE OF 47.73 FEET; THENCE SOUTH 80°06'59" WEST, A DISTANCE OF 30.19 FEET TO THE POINT OF BEGINNING.

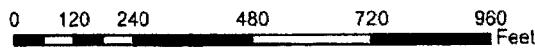
CONTAINING 1,507 SQUARE FEET, MORE OR LESS.





## Phase II - DCR 210 at I-95

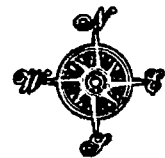
### Burton - Esquire Dry Cleaners



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
January 4, 2011  
(904) 209-0786



2008 Aerial Imagery

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