RESOLUTION NO. 2011-

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 SIX PURCHASE AGREEMENTS FOR PROPERTY REQUIRED FOR PHASE II OF THE CR210/195 ROADWAY IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the property owners, Robert and Juanita Wilson, Marvin and Janice Wilson and Terry Johnson, has executed and presented to the County six Purchase Agreements, two are for fee simple property two for Temporary Construction Easements, and two for Permanent Easements attached hereto as Exhibit "A" through Exhibit "F", incorporated by reference and made a hereof; and

WHEREAS, the owner has agreed to the appraised value for the fee simple property of \$60,700 and \$32,850, the temporary easements, \$17,850 and \$14,550 and for the permanent easements, \$100 and \$150, 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 with the Transportation Regional Incentive Program (TRIP) Agreement executed by the State of Florida Department of Transportation (FDOT); and

WHEREAS, this Phase of the project includes acquisition of 47 parcels for the widening of CR210 at I95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

WHEREAS, these represent, 14th, 15th, 16th, 17th, 18th and 19th parcels of the 47 parcels required 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 Agreements and authorizes the County Administrator, or designee, to execute the

original Purchase Agreements and take all steps necessary to move forward to close this transaction.

Section 3. To the extent that there are typographical and/or administrative 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 six Purchase Agreements in the Clerk's Office.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

 $\mathbf{p}_{\mathbf{v}}$

V. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

Deputy Clerk

Deputy Clerk

RENDITION DATE 4/8/11

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

Page 1 of 4

DISTRI	CT NO.: FDOT District #2				
	ROAD NO.: <u>SR 9/I-95/CR 210</u>				
COUNTY	***************************************				
PARCEL	NO.: 026390-0060 (101B)				
Seller:	Wilson Family 10125 Russell Sampson Road St. Johns, FL 32259-2030				
Buyer:	St. Johns County, Florida, a political subdivision of	the Stat	te of F	lorida	
Buyer ar following	nd Seller hereby agree that Seller shall sell and Buyer sh g terms and conditions:	hall buy	the fo	llowing described property purs	uant to the
I. Des	cription of Property				
((a) Estate being purchased: ⊠Fee Simple □Permane	ent Ease	ment	☐Temporary Easement ☐Leas	sehold
	(b) Real Property Described as: (see Exhibit "A")				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Buildings	s, structures, fixtures and other improvements owned b	y others	: no	one	
These ite	ems are NOT included in this agreement. A separate of	ffer is be	eing, d	r has been, made for these iter	ms.
				·	
II. PUR	CHASE PRICE				
(a)	Real Property				
	Land	1.	\$	60,700.00	
	Improvements	2.	\$		
	Real Estate Damages			0.00	
	(Severance/Cost-to-Cure)				
	Total Real Property	4.	\$	60,700.00	
(b)	Total Personal Property	5.	\$	0.00	
(c)	Fees and Costs				
	Attorney Fees	6.	\$	0.00	
	Appraiser Fees		\$		
	Fee(s)	8.	\$	0.00	
	Total Fees and Costs		\$	0.00	
	(d) Total Business Damages		· \$		
	(e) Total Other Costs		\$		
	List:		· •		
Total Pu	rchase Price (Add Lines 4, 5, 9, 10 and 11)		\$	60,700.00	
	(f) Portion of Total Purchase Price to be paid to		-		
	Seller by Buyer at Closing		\$	60,700.00	
	(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 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

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)	Buyer	
Marking Wilson 2-9-2011 Signature Date	St. Johns County, Florida	
Type or print name	BY: Signature	Date
Signature Date Date	Type or print name and title	
Type or print name		
VII. Final Agency Acceptance		
The Buyer has granted Final Agency Acceptance this	day of,	•
BY:		
Signature	Type or print name and title	
Legal Review: W. Wall J. Hunt 1/14	<u>//</u>	
Type or print and title	tory	
Type of print and title		

ADDITIONAL SIGNATURES

SELLERS(S):			
Signature Tuznitz V. Wilson	on 2-9-2011		
Signature	Date	Signature	Date
Juanita V. Wilso	77		
Type or print name		Type or print name	
Bobert 9. Wilson 2	011		TO STATE OF THE PROPERTY OF TH
Signature 7	Date	Signature	Date
ROBERT J, WTL SON Type or print name		Type or print name	
	Copyrigation being the Control of		The state of the s
Jerry W. avhnor	~ 2/9/11		
Torry W. Johnson	Date '	Signature	Date
Type or print name		Type or print name	
Signature	Date	Signature	Date
Type or print name		Type or print name	
		туре ог рипс паще	
	**************************************		The state of the s
Signature I	Date	Signature	Date
Type or print name		Type or print name	

EXHIBIT "A"

PARCEL 101 PART "B"

FEE SIMPLE

PROJECT NO. 08/811 SHEET NOS. 5-6

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 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 1,643.81 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 72°25'51" WEST, 130.07 FEET AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, DEPARTING SAID EASTERLY LINE OF SECTION 17, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°18'51", AN ARC LENGTH OF 130.09 FEET; THENCE NORTH 19°18'52" WEST, A DISTANCE OF 2.89 FEET; THENCE SOUTH 72°14'03" WEST, A DISTANCE OF 94.47 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,256.23 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 63°07'41" WEST, 412.64 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°29'36", AN ARC LENGTH OF 413.22 FEET; THENCE SOUTH 57°49'08" WEST, A DISTANCE OF 247.22 FEET; THENCE NORTH 82°53'40" WEST, A DISTANCE OF 5.95 FEET; THENCE NORTH 57°49'08" EAST, A DISTANCE OF 249.37 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,260.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 65°35'56" EAST, 611.87 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°33'36", AN ARC LENGTH OF 613.76 FEET; THENCE NORTH 73°22'44" EAST, A DISTANCE OF 30.90 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 11.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,549 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" TO RESOLUTION

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

RIGHT OF WAY Page 1 of 4

STATE ROAD NO: SR 9/1-95/CR 210 COUNTY: St. Johns PARCEL NO: 026359-0000 (102D) Seller: Wilson Family 10125 Russell Sampson Road St. Johns, FL 32259-2030 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: See Simple Permanent Easement Temporary Easement Leasehold (b) Real Property Described as: (see Exhibit "A") Buildings, structures, fixtures and other improvements owned by others:none	DISTRICT NO.:	FDOT District #2				
Seller: Wilson Family 10125 Russell Sampson Road St. Johns, Fl. 32259-2030 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	STATE ROAD NO.:					
Seller: Wilson Family 10125 Russell Sampson Road St. Johns, FL 32259-2030 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: See 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. \$ 32,850.00 Improvements 2. \$ 0.00 (Severance/Cost-to-Cure) Total Real Property 4. \$ 32,850.00 (b) Total Personal Property 5. \$ 0.00 (c) Fees and Costs Appraiser Fees 7. \$ 0.00 Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to						
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	PARCEL NO.:	026350-0000 (102D)				
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	10125 Russe	ll Sampson Road				
State being purchased: See Simple Permanent Easement Temporary Easement Leasehold (b) Real Property Described as: (see Exhibit "A") Buildings, structures, fixtures and other improvements owned by others:none	Buyer: St. Johns Co	unty, Florida, a political subdivision	of the Stal	te of Fl	orida	
(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	Buyer and Seller hereby following terms and cor	agree that Seller shall sell and Buyer aditions:	shall buy	the foll	owing described property	pursuant to the
(a) Estate being purchased: ☐Fee Simple ☐Permanent ☐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	I. Description of Pro	operty				
(b) Real Property Described as: (see Exhibit "A") Buildings, structures, fixtures and other improvements owned by others:	•	• •	anent Ease	ment [Temporary Fasement	∏Leasehold
Buildings, structures, fixtures and other improvements owned by others:						
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	* *		by others	: no	ne	
(a) Real Property Land Improvements Real Estate Damages (Severance/Cost-to-Cure) Total Real Property (b) Total Personal Property Attorney Fees Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to						se items.
(a) Real Property Land Improvements Real Estate Damages (Severance/Cost-to-Cure) Total Real Property (b) Total Personal Property Attorney Fees Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to						
Land Improvements Real Estate Damages (Severance/Cost-to-Cure) Total Real Property 4. \$ 32,850.00 (b) Total Personal Property 5. \$ 0.00 (c) Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to	II. PURCHASE PRICE					
Real Estate Damages (Severance/Cost-to-Cure)	(a) Real Proper	ty				
Real Estate Damages (Severance/Cost-to-Cure)	Land		1.	\$	32,850.00	
Real Estate Damages (Severance/Cost-to-Cure)	Impro	ovements	2.	\$		
Total Real Property (b) Total Personal Property (c) Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to	Real I	Estate Damages	3,	\$	0.00	
(b) Total Personal Property (c) Fees and Costs Attorney Fees Appraiser Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to	(Seve	rance/Cost-to-Cure)				
Attorney Fees 6. \$ 0.00 Appraiser Fees 7. \$	Total Real P	roperty	4.	\$	32,850.00	
Attorney Fees 6. \$ 0.00 Appraiser Fees 7. \$	(b) Total Person	al Property	5.	\$	0.00	
Appraiser Fees 7. \$	(c) Fees and Co	sts				
Appraiser Fees 7. \$	Attorn	ney Fees	6.	\$	0.00	gantagagaga
Fee(s)	Appra	iser Fees	7.	\$		
Total Fees and Costs 9. \$ 0.00 (d) Total Business Damages 10. \$ 0.00 (e) Total Other Costs 11. \$ 0.00 List:						
Total Fees and Costs 9. \$ 0.00 (d) Total Business Damages 10. \$ 0.00 (e) Total Other Costs 11. \$ 0.00 List:						
Total Fees and Costs 9. \$ 0.00 (d) Total Business Damages 10. \$ 0.00 (e) Total Other Costs 11. \$ 0.00 List:		Fee(s)	8.	\$	0.00	
(e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 32,850.00 (f) Portion of Total Purchase Price to be paid to	Total Fo		9.	\$	0.00	
(e) Total Other Costs List: Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 32,850.00 (f) Portion of Total Purchase Price to be paid to	(d) Total B	usiness Damages				
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Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 32,850.00 (f) Portion of Total Purchase Price to be paid to	• •			`		_
(f) Portion of Total Purchase Price to be paid to						
(f) Portion of Total Purchase Price to be paid to	Total Purchase Price	(Add Lines 4 , 5 , 9 , 10 and 11)		\$	32,850.00	
						_
Seller by Buyer at Closing \$ 32,850.00				\$	32,850.00	_
(a) Portion of Total Burchasa Price to be paid to		of Total Purchase Price to be paid to				
	Seller by	Buyer upon surrender of possession		\$	0.00	
	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 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted in	to or attached to this agreement as addenda must be
initialed by both Seller and Buyer.	
The section of the section to the section of	

Ш	here is an addendum to this agreement.	
\boxtimes	There is not an addendum to this agreement	τ,

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)	Buyer	
Marin J. Wilson 2-9-2011 Signature Date	St. Johns County, Florida	
Type or print name Signature TRAILER WILSON Type or print name	BY:	Date
VII. Final Agency Acceptance The Buyer has granted Final Agency Acceptance this	day of,	
BY: Signature	Type or print name and title	
Legal Review: Michael D. Hant - Department of Att	Forage	

ADDITIONAL SIGNATURES

SELLERS(S):			
Signature Tuarrita II. V Type or print name	Wilson 9-9-90 Date Ni/5071	Signature Type or print name	Date
D 0. + 1. C.	0	THE PART OF A MANAGEMENT AND A STREET OF THE	And the state of t
Signature J. Will	Date	Signature	Date
ROBERT J. WILS Type or print name	SON	Type or print name	
Jerry W. Signature	70 knoon 2/9/	/// Signature	Date
Terry W. Ja Type or print name	hnson	Type or print name	
Signature	Date	Signature	Date
Type or print name		Type or print name	
Signature	Date	Signature	Date
Type or print name		Type or print name	

EXHIBIT "A"

PARCEL 102 (FEE SIMPLE RIGHT OF WAY)
PART "D"

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF THE FORMER RIGHT OF WAY OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY, NOW CLOSED PER OFFICIAL RECORDS BOOK 3225, PAGE 1614, OF THE PUBLIC RECORDS OF SAID 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 01'15'58" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,811.00 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 WESTERLY DEPARTING SAID EASTERLY LINE OF SECTION 17, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, THE FOLLOWING 3 COURSES AND DISTANCES: 1) SOUTH 73'22'44" WEST, 72.10 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,410.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69'14'56" WEST, 347.13 FEET; 2) WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08'15'36", AN ARC LENGTH OF 347.44 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,196.28 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 72'27'10" WEST, 38.74 FEET; 3) WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'51'20", AN ARC LENGTH OF 38.74 FEET; THENCE NORTH 65'35'44" EAST, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 69.61 FEET; THENCE NORTH 64'45'41" EAST, A DISTANCE OF 103.54 FEET; THENCE NORTH 68'02'12" EAST, A DISTANCE OF 103.58 FEET; THENCE NORTH 63'42'16" EAST, A DISTANCE OF 53.76 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,424.64 FEET, A CHORD BEARING AND DISTANCE OF NORTH 72'53'43" EAST, 140.15 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03'18'44", AN ARC LENGTH OF 140.17 FEET; THENCE SOUTH 84'56'28" EAST, A DISTANCE OF 22.22 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 6.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,427 SQUARE FEET, MORE OR LESS.

EXHIBIT "C" TO RESOLUTION

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

RIGHT OF WAY Page 1 of 4

DISTRICT NO.: FDOT District #2				
STATE ROAD NO.: SR 9/I-95/CR 210				
COUNTY: St. Johns				
PARCEL NO.: 026350-0000 026370-0000 (702A, B & C)				
Seller: Wilson Family 225 Eva Earl Road St. Johns, FL 32259-2030				
Buyer: St. Johns County, Florida, a political subdivision of t	he Sta	te of	Florida	
Buyer and Seller hereby agree that Seller shall sell and Buyer sha following terms and conditions:	all buy	the f	ollowing described property purs	uant to the
I. Description of Property				
(a) Estate being purchased: Fee Simple Permaner	nt Fase	ment	XTemporary Facoment Class	
(b) Real Property Described as: (see Exhibits "A, B & C"	n 2030 I	-1110116	Zaremporary Easement Lileas	enoid
Buildings, structures, fixtures and other improvements owned by	others	s: n	one	
These items are NOT included in this agreement. A separate off	er is b	eing,	or has been, made for these iten	ns .
		٠.	to the second	13.
II. PURCHASE PRICE				
(a) Real Property				
Land	1.	\$_	17,850.00	
Improvements			0.00	
Real Estate Damages	3.	\$	0.00	
(Severance/Cost-to-Cure)		,		
Total Real Property	4.	\$	17,850.00	
(b) Total Personal Property	5.	\$	0.00	
(c) Fees and Costs				
Attorney Fees	6.	\$	0.00	
Appraiser Fees	7.	\$		
Fee(s)	8.	\$	0.00	
Total Fees and Costs		\$		
(d) Total Business Damages			0.00	
(e) Total Other Costs			0.00	
List:		· —		
Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)		\$	17,850.00	
(f) Portion of Total Purchase Price to be paid to		Т		
Seller by Buyer at Closing		\$	17,850.00	
(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 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

V. Typewritten or Handwritten Provisions

Any typewritten or hand	written provisions inserted into	or attached to this agr	reement as addend	a must be
initialed by both Seller a		_		

\boxtimes	There is	an addendum to this agreement.
	There is	not an addendum to this agreemen

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)	Buyer	
Marvin J-Wilson 2-9-2011 Signature Date	St. Johns County, Florida	
MARVIN J. WILSON	BY:	
Type or print name	Signature	Date
1186-6- Frankill B vinney		
Signature Date R. WILSON	Type or print name and title	
Wanisa		
Type or print name		
VII. Final Agency Acceptance		
The Buyer has granted Final Agency Acceptance this _	day of,	*
BY:		
Signature	Type or print name and title	
Legal Review: M. chael). Hunh 1/14/11		
Date		
dichal D. Hut-Donty Co-MAHONA	^	
Type or print and title		
	<i>)</i>	

ADDITIONAL SIGNATURES

Signature	Data
Signature	Date
Type or print name	
Signature	Date
Jightetic	Date
Type or print name	
3. 19H S W YES - 3 1000 C V	• • • • • • • • • • • • • • • • • • •
Signature	Date
Type or print name	
Signature	Date
Type or print name	
	THE CONTRACTOR OF THE CONTRACT
Signature	Date
· • · · · · · · · · · · · · · · · · · ·	- uu
Type or print name	•
	Signature Type or print name Signature Type or print name Type or print name Signature Type or print name

EXHIBIT "A"

PARCEL 702 (TEMPORARY CONSTRUCTION EASEMENT)

PART "A"

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF THE FORMER RIGHT OF WAY OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY, NOW CLOSED PER OFFICIAL RECORDS BOOK 3225, PAGE 1614, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS

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 1,817.15 FEET; THENCE NORTH 84'56'28" WEST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 22.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,424.64 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73'40'58" WEST, 73.50 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'44'13", AN ARC LENGTH OF 73.50 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,424.64 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 72'01'36" WEST, 66.67 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'34'31", AN ARC LENGTH OF 66.67 FEET; THENCE SOUTH 63'42'16" WEST, A DISTANCE OF 23.76 FEET; THENCE SOUTH 68'02'12" WEST, A DISTANCE OF 103.58 FEET; THENCE SOUTH DISTANCE OF 23.70 FEET; THENCE SOUTH 60 UZ 12 MEST, A DISTANCE OF 103.50 FEET; THENCE SOUTH 65'35'44" WEST, A DISTANCE OF 69.61 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210 (A VARIABLE MDTH RIGHT OF WAY AS NOW ESTABLISHED), AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,196.28 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 70'43'14" WEST, 33.58 FEET; THENCE WESTERLY, ALONG SAID CHORD BEARING AND DISTANCE OF SOUTH /U-4514 WEST, 33.58 FEET; THENCE WESTERLY, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'36'30", AN ARC LENGTH OF 33.58 FEET; THENCE NORTH 65'35'44" EAST, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 103.03 FEET; THENCE NORTH 64'45'41" EAST, A DISTANCE OF 103.61 FEET; THENCE NORTH 68'02'12" EAST, A DISTANCE OF 103.68 FEET; THENCE NORTH 63'41'57" EAST, A DISTANCE OF 23.78 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,427.64 FEET, A CHORD BEARING AND DISTANCE OF NORTH 72'01'30" EAST, 66.89 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'34'43", AN ARC LENGTH OF 66.89 FEET; THENCE SOUTH 17'11'08" EAST, A DISTANCE OF 3.00 FEET TO THE POINT OF

CONTAINING 1,149 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

PARCEL 702 PART "B"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811 SHEET NO. 5

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°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°12'06" 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 ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, THE FOLLOWING 2 COURSES AND DISTANCES: 1) NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,814.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 04°06'46", AN ARC DISTANCE OF 202.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°14'38" EAST, 202.02 FEET; 2) NORTH 76°52'29" WEST, 13.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 76°52'29" WEST, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 13.62 FEET; THENCE NORTH 57°47'48" EAST, A DISTANCE OF 15.67 FEET; THENCE NORTH 59°08'55" EAST, A DISTANCE OF 135.24 FEET TO THE SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, THE FOLLOWING 3 COURSES AND DISTANCES: 1) SOUTH 50°11'08" WEST, 34.60 FEET TO A POINT ON A CURVE; 2) SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,814.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°18'22", AN ARC DISTANCE OF 15.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°20'19" WEST, 15.04 FEET; 3) SOUTH 57°49'15" WEST, 92.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,043 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"

PARCEL 702 (TEMPORARY CONSTRUCTION EASEMENT)
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:

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CONTAINING 150 SQUARE FEET, MORE OR LESS.

ADDENDUM TO PURCHASE AGREEMENT

Prepared by: St. Johns County 500 San Sebastian View St. Augustine, FL 32084

St. Magastino, 1 is 32007	
TEMPORARY C	ONSTRUCTION EASEMENT
Agreement dated October 13, 2003, Johnson whose address is 225 Eva 1	hisday of, 2011, by and mita V. Wilson, as trustees of the Wilson Trust Marvin J. Wilson and Janice Wilson, and Terry Earl, St. Johns, FL 32259 as grantor and St. Johns e address is 500 San Sebastian View, St. Augustine,
Eight Hundred Fifty Dollars (\$17,850 sufficiency of which is hereby acknowledge) and releases to the grantee, a Tempo	in consideration of the sum of Seventeen Thousand 0.00) and other valuable considerations, receipt and wledged, the grantor hereby gives, grants, bargains rary Construction Easement to enter upon and use this County, Florida, described as follows:
SEE EXHIBIT	"A" ATTACHED HERETO
It is understood and agreed by the terminate when the project is comple better condition when the project is co	parties hereto that the rights granted herein will te. The property will be put back to its original or implete.
IN WITNESS WHEREOF, gyear first above written.	grantor has hereunto set hand and seal the day and
Signed, sealed and delivered in Our presence as Witnesses:	GRANTORS:
Print Witness Name:	Robert J. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003
Print Witness Name:	
	Juanita V. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003
	Robert J. Wilson, individually

Juanita V. Wilson, individually

	Marvin J. Wilson
	Janice Wilson
	Terry Johnson
STATE OF FLORIDA COUNTY OF ST. JOHNS	
	was acknowledged before me this day of by Robert J. and Juanita V. Wilson individually and as
Trustee of the Wilson Trust Ag and Terry Johnson who is personal trust and Terry Johnson who is personal trust and Terry Johnson who is personal trust and trust are trusted as the trust and trust are trusted as the trust are trust as the trust are trust are trusted as the trust are trust ar	reement dated 10/13/03, and Marvin J. and Janice Wilson
- N	otary Public

EXHIBIT "A"

PARCEL 702 (TEMPORARY CONSTRUCTION EASEMENT)

PART "A"

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF THE FORMER RIGHT OF WAY OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY, NOW CLOSED PER OFFICIAL RECORDS BOOK 3225, PAGE 1614, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

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CONTAINING 1,149 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

PARCEL 702 PART "B"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811 SHEET NO. 5

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EXHIBIT "C"

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CONTAINING 150 SQUARE FEET, MORE OR LESS.

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

RIGHT OF WAY Page 1 of 4

STATE COUNT					
COUNT	ROAD NO.: SR 9/I-95/CR 210				
PARCE	L NO.: 026390-0060 (701)				
Seller:	Wilson Robert Family Trust 225 Eva Earl Road St. Johns, FL 32259-2030				
Buyer:	St. Johns County, Florida, a political subdivisio	n of the Stal	e of F	orida	
Buyer a followin	and Seller hereby agree that Seller shall sell and Buy ng terms and conditions:	er shall buy	the fo	lowing described property purs	uant to t
I. Des	scription of Property				
	(a) Estate being purchased: ☐Fee Simple ☐Pern	nanent Ease	ment	XTemporary Easement □I eas	sehold
	(b) Real Property Described as: (see Exhibit "A")				
	s, structures, fixtures and other improvements own	ed by others	· no	ne.	
These it	tems are NOT included in this agreement. A separa	te offer is b	ina c	r has been made for these iter	nc
			g/ C	rad been, made for these liter	113.
TT DIE	RCHASE PRICE				
	Real Property				
(a)	•			14 550 00	
	Land	1.	ς.	14,550.00	
	T				
	Improvements	2.	\$	0.00	
	Improvements Real Estate Damages (Severance/Cost-to-Cure)	2.			
	Real Estate Damages (Severance/Cost-to-Cure)	2. 3.	\$ \$	0.00	
(b)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property	2. 3. 4.	\$ \$ \$	0.00 0.00 14,550.00	
(b) (c)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property	2. 3. 4.	\$ \$ \$	0.00	
(b) (c)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs	2. 3. 4. 5.	\$ \$ \$	0.00 0.00 14,550.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees	2. 3. 4. 5.	\$ \$ \$ \$	0.00 0.00 14,550.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs	2. 3. 4. 5.	\$ \$ \$ \$	0.00 0.00 14,550.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees	2. 3. 4. 5. 6. 7.	\$ \$ \$ \$	0.00 0.00 14,550.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s)	2. 3. 4. 5. 6. 7.	\$ \$ \$ \$ \$	0.00 0.00 14,550.00 0.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs	2. 3. 4. 5. 6. 7.	\$ \$ \$ \$ \$ \$	0.00 0.00 14,550.00 0.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages	2. 3. 4. 5. 6. 7. 8. 9. 10	\$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs	2. 3. 4. 5. 6. 7. 8. 9. 10	\$ \$ \$ \$ \$ \$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 0.00	
	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages	2. 3. 4. 5. 6. 7. 8. 9. 10	\$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 0.00	
(c)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs	2. 3. 4. 5. 6. 7. 8. 9. 10	\$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 0.00	
(c)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List:	2. 3. 4. 5. 6. 7. 8. 9. 10	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 0.00 0.00	
(c)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List:	2. 3. 4. 5. 6. 7. 8. 9. 10	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 0.00 0.00	
(c)	Real Estate Damages (Severance/Cost-to-Cure) Total Real Property Total Personal Property Fees and Costs Attorney Fees Appraiser Fees Fee(s) Total Fees and Costs (d) Total Business Damages (e) Total Other Costs List: urchase Price (Add Lines 4, 5, 9, 10 and 11) (f) Portion of Total Purchase Price to be paid to	2. 3. 4. 5. 6. 7. 8. 9. 10	\$	0.00 0.00 14,550.00 0.00 0.00 0.00 0.00 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 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions	inserted into or attached to	this agreement as	addenda must be
		3 ,	
initialed by both Seller and Buyer.			

\boxtimes	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)	Buyer	
More Julian 1-9-2011 Signature Date	St. Johns County, Florida	
Type or print name	BY: Signature	Date
Signature M. Wilson d-7-2011	Type or print name and title	
Type or print name		
VII. Final Agency Acceptance		The state of the s
The Buyer has granted Final Agency Acceptance this	day of,	·
BY:		
Signature	Type or print name and title	
and the first that there is		
Legal Review: which are 1/14/11 / Date	_	
Michael D. Hunt Dopaty Compy Atta	ney	
Type or print and title	\cup	

ADDITIONAL SIGNATURES

SELLERS(S):			
Que FN	" Delson 2-9-20	n//	
Signature	. Welson 9-9-30 Date	Signature	Date
Juznita V.	Wilson		
Type or print name		Type or print name	
Robert 9. Wis	lson 2011		MONEY (THE COMMENT ACTION ACTION AND ACTION
Signature	Date	Signature	Date
ROBERT J. WIL	SON	-	
Type or print name		Type or print name	
		1- 11 thombourt to 1000	
And the state of t		The control of the co	and and an order of the state o
Term W. 9	Janson 2/9/11	<i>'</i>	
Signature	Date /	Signature	Date
Terry W. J	Tohnson		
Type or print name		Type or print name	
 Уыбос ны ф. Ф. В. Н. Сусковный инф. В. В.	SE REMAIN THE CONTRACT OF THE	The state of the s	ATRIANA SAN MANAGEMENT AND
Signature	Date	Signature	Date
Type or print name		Type or print name	
			The interest of the second of
			BRITISH TO THE REAL PROPERTY OF THE REAL PROPERTY O
Signature	Date	Signature	Date
Type or print name		Type or print name	

EXHIBIT "A"

PARCEL 701 (TEMPORARY CONSTRUCTION EASEMENT)

T

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 ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY

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 1,643.81 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73'23'54" WEST, S4.13 FEET; THENCE SOUTHWESTERLY, DEPARTING SAID EASTERLY LINE OF SECTION 17, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'22'45", AN ARC LENGTH OF 54.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16'37'16" EAST, A DISTANCE OF 9.33 FEET; THENCE SOUTH 77'21'51" WEST, A DISTANCE OF 95.74 FEET; THENCE SOUTH 72'14'03" WEST, A DISTANCE OF 95.74 FEET; THENCE SOUTH 72'14'03" WEST, A DISTANCE OF 77.10 FEET; THENCE SOUTH 68'21'38" WEST, A DISTANCE OF 96.45 FEET; THENCE SOUTH 64'11'35" WEST, A DISTANCE OF 96.52 FEET; THENCE SOUTH 61'45'53" WEST, A DISTANCE OF 96.58 FEET; THENCE SOUTH 59'23'45" WEST, A DISTANCE OF 81.57 FEET; THENCE SOUTH 31'35'00" EAST, A DISTANCE OF 3.32 FEET; THENCE SOUTH 56'30'07" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 31'35'00" WEST, A DISTANCE OF 35.75 FEET; THENCE SOUTH 58'33'46" WEST, A DISTANCE OF 84.15 FEET; THENCE SOUTH 57'17'12" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 57'17'54" WEST, A DISTANCE OF 68.69 FEET; THENCE NORTH 82'53'40" WEST, A DISTANCE OF 4.98 FEET; THENCE NORTH 57'49'08" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,256.23 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63'05'49" EAST, 415.09 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10'33'21", AN ARC LENGTH OF 415.67 FEET; THENCE NORTH 72'14'03" EAST, A DISTANCE OF P4.47 FEET; THENCE SOUTH 19'13'35" EAST, A DISTANCE OF 94.47 FEET; THENCE SOUTH 19'13'35" EAST, A DISTANCE OF 94.47 FEET; THENCE SOUTH 19'13'35" EAST, A DISTANCE OF 94.47 FEET; THENCE SOUTH 19'13'35" EAST, A DISTANCE OF 94.47 FEET; THENCE SOUTH 19'13'35" EAST, A DISTANCE OF 94.47 FEET; THENCE SOUTH 19'13'35" EAST, A

CONTAINING 2,302 SQUARE FEET, MORE OR LESS.

ADDENDUM TO PURCHASE AGREEMENT

Prepared by: St. Johns County 500 San Sebastian View St. Augustine, FL 32084

TEMPORARY O	CONSTRUCTION EASEMENT
Agreement dated October 13, 2003 Johnson whose address is 225 Eva	this day of, 2011, by and anita V. Wilson, as trustees of the Wilson Trust, Marvin J. Wilson and Janice Wilson, and Terry Earl, St. Johns, FL 32259 as grantor and St. Johns se address is 500 San Sebastian View, St. Augustine,
Five Hundred Fifty Dollars (\$14,550 sufficiency of which is hereby ackno and releases to the grantee, a Tempo	in consideration of the sum of FourteenThousand (0.00) and other valuable considerations, receipt and wledged, the grantor hereby gives, grants, bargains orary Construction Easement to enter upon and use ohns County, Florida, described as follows:
SEE EXHIBIT	"A" ATTACHED HERETO
It is understood and agreed by the terminate when the project is comple better condition when the project is co	parties hereto that the rights granted herein will te. The property will be put back to its original or implete.
IN WITNESS WHEREOF, gear first above written.	grantor has hereunto set hand and seal the day and
Signed, sealed and delivered in Our presence as Witnesses:	GRANTORS:
Print Witness Name:	Robert J. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003
Print Witness Name:	Juanita V. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003
	Robert J. Wilson, individually

Juanita V. Wilson, individually

	Marvin J. Wilson
	Janice Wilson
	Terry Johnson
STATE OF FLORIDA COUNTY OF ST. JOHNS The foregoing instrumen	nt was acknowledged before me this day of
, 20	11, by Robert J. and Juanita V. Wilson individually and as t Agreement dated 10/13/03, and Marvin J. and Janice Wilson
	Notary Public

EXHIBIT "A"

PARCEL 701 (TEMPORARY CONSTRUCTION EASEMENT)

T

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 ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 0115'58" WEST, ALONG THE EASTERLY LINE OF SAID , SECTION 17, A DISTANCE OF 1,643.81 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73'23'54" WEST, ALONG THE OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'22'45", AN ARC LENGTH OF 54.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16'37'16" EAST, A DISTANCE OF 9.33 FEET; THENCE SOUTH 77'21'51" WEST, A DISTANCE OF 95.74 FEET; THENCE SOUTH 72'14'03" WEST, A DISTANCE OF 95.74 FEET; THENCE SOUTH 72'14'03" WEST, A DISTANCE OF 77.10 FEET; THENCE SOUTH 68'21'38" WEST, A DISTANCE OF 96.45 FEET; THENCE SOUTH 64'11'35" WEST, A DISTANCE OF 96.52 FEET; THENCE SOUTH 61'45'53" WEST, A DISTANCE OF 96.58 FEET; THENCE SOUTH 59'23'45" WEST, A DISTANCE OF 81.57 FEET; THENCE SOUTH 31'35'00" EAST, A DISTANCE OF 3.32 FEET; THENCE SOUTH 58'33'07" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 31'35'00" WEST, A DISTANCE OF 3.57 FEET; THENCE SOUTH 58'33'46" WEST, A DISTANCE OF 84.15 FEET; THENCE SOUTH 57'17'12" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 57'17'54" WEST, A DISTANCE OF 68.69 FEET; THENCE NORTH 82'53'40" WEST, A DISTANCE OF 4.98 FEET; THENCE NORTH 57'49'08" EAST, A DISTANCE OF 0F 24.47 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,256.23 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63'05'49" EAST, 415.09 FEET; THENCE NORTH-82'53'40" WEST, A DISTANCE OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10'33'21", AN ARC LENGTH OF 415.67 FEET; THENCE NORTH 72'14'03" EAST, A DISTANCE OF 94.47 FEET; THENCE SOUTH 19'13'35" EAST, A DISTANCE OF 2,248.96 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,256.23 FEET, HENCE NORTH 72'14'03" EAST, A DISTANCE OF NORTH 71'44'28" EAST, 75.95 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'56'06", AN ARC LENGTH OF 75.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,302 SQUARE FEET, MORE OR LESS.

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

RIGHT OF WAY Page 1 of 4

DISTRICT NO.: FDOT District #2	
STATE ROAD NO.: SR 9/I-95/CR 210	- .
COUNTY: St. Johns	_
PARCEL NO.: 026390-0060 (805)	-
Seller: Wilson Robert Family Trust 225 Eva Earl Road St. Johns, FL 32259-2030	
Buyer: St. Johns County, Florida, a political subdivis	sion of the State of Florida
Buyer and Seller hereby agree that Seller shall sell and Bu following terms and conditions:	uyer shall buy the following described property pursuant to the
I. Description of Property	
(a) Estate being purchased: ☐Fee Simple ☐Pe	ermanent Easement Temporary Easement Leasehold
(b) Real Property Described as: (see Exhibit "A")
Buildings, structures, fixtures and other improvements ov	
These items are NOT included in this agreement. A sepa	arate offer is being, or has been, made for these items.
II. PURCHASE PRICE	
(a) Real Property	
Land	1. \$100,00
Improvements	2. \$
Real Estate Damages (Severance/Cost-to-Cure)	3. \$
Total Real Property	4. \$ <u>100.00</u>
• •	5. \$ <u>0.00</u>
(b) Total Personal Property (c) Fees and Costs	5. \$ <u>0.00</u>
	6. \$0.00
Attorney Fees	7. \$
Appraiser Fees	/· \$
Fee(s)	8. \$ <u>0.00</u>
Total Fees and Costs	9. \$ 0.00
(d) Total Business Damages	10. \$
(e) Total Other Costs	11. \$
List:	
Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)	\$
(f) Portion of Total Purchase Price to be paid	
Seller by Buyer at Closing	\$
(g) Portion of Total Purchase Price to be paid	
Seller by Buyer upon surrender of possess	

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 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

V. Typewritten or Handwritten Provisions

Any typewritter	or handwritter	n provisions i	inserted into	o or attac	ched to th	nis agreement	as addenda	must be
initialed by both	i Seller and Buy	ær.						

\boxtimes	There	is	an add	lendum	to	this	agr	eement	
П	There	is	not an	addend	lun	n to	this	agreem	nent.

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)	Buyer	
Masoin J. Wilson 2-9-2011 Signature Date	St. Johns County, Florida	
/MARVIN J. WIL.SON Type or print name	BY:	Date
Signature R.W. Jan 2-9-2011	Type or print name and title	
TRAILER WILSON Type or print name		
VII. Final Agency Acceptance	AND THE RESERVE OF THE PROPERTY OF THE PROPERT	Manuscript Residence of the Control
The Buyer has granted Final Agency Acceptance this _	day of,	·
BY: Signature	Type or print name and title	
Legal Review: M. Jael D. Hunh Date		
Michael D. Hunt - Death aunt A	Horney	
Type or print and title	H V 1	

ADDITIONAL SIGNATURES

SELLERS(S):		
Signature Date	<u>9-9-2011</u> Signature	Date
Tuznitz V. Wilson Type or print name	Type or print name	
Robert J. Wilson 2- Signature Date	9-// Signature	Date
ROBERT J. WILSON Type or print name	Type or print name	
Jen W. Johnson 2 Signature Date	19/11 Signature	Date
Terry W. Johnson Type or print name	Type or print name	
Signature Date	Signature	Date
Type or print name	Type or print name	
The state of the s		
Signature Date	Signature	Date
Type or print name	Type or print name	-

PARCEL 805

PERPETUAL EASEMENT

PROJECT NO. 08/811 SHEET NO. 6

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 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 NORTH 34°33'47" WEST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 14.93 FEET; THENCE NORTH 72°54'53" WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 77°21'51" WEST, A DISTANCE OF 23.49 FEET; THENCE NORTH 16°37'16" EAST, A DISTANCE OF 9.33 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF NORTH 73°23'54" EAST, 54.13 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°22'45", AN ARC LENGTH OF 54.13 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 37.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 819 SQUARE FEET, MORE OR LESS.

Prepared by: St. Johns County 500 San Sebastian View St. Augustine, FL 32084

ADDENDUM TO PURCHASE AGREEMENT

GRANT OF DRAINAGE EASEMENT

THIS INDENTURE, made this day of , 2011, between Robert J. Wilson and Juanita V. Wilson, as trustees of the Wilson Trust Agreement dated October 13, 2003, Marvin J. Wilson and Janice Wilson, and Terry Johnson, whose address is, 225 Eva Earl, St. Johns, FL 32259 as GRANTOR, and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called GRANTEE. WITNESSETH: That Grantor, for and in consideration of the benefit that Grantor will receive, the receipt of which is hereby acknowledged, has granted and conveyed to the Grantee, its successors and assigns, an ingress and egress easement with the right, privilege, and authority to said Grantee, its successors and assigns, to drain surface waters either above or below the surface of the ground, together with the right to install and maintain drainage structures, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit: Property described on attached EXHIBIT "A", incorporated by reference and made a part hereof. IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written. Signed, sealed and delivered in Our presence as Witnesses: **Print Witness Name:** Robert J. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003 Print Witness Name:_ Juanita V. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003 Robert J. Wilson, individually

Juanita V. Wilson, individually

Grant of Dramage Easement	Page 2
	Marvin J. Wilson
	Janice Wilson
	Terry Johnson
STATE OF FLORIDA	
COUNTY OF ST. JOHNS	
	acknowledged before me this day or object J. and Juanita V. Wilson individually and as Trustee
	ed 10/13/03, and Marvin J. and Janice Wilson and Terry
Johnson who is personally known to	
- •	
	Notary Public

PARCEL 805

PERPETUAL EASEMENT

PROJECT NO. 08/811 SHEET NO. 6

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 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 NORTH 34°33'47" WEST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 14.93 FEET; THENCE NORTH 72°54'53" WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 77°21'51" WEST, A DISTANCE OF 23.49 FEET; THENCE NORTH 16°37'16" EAST, A DISTANCE OF 9.33 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND DISTANCE OF NORTH 73°23'54" EAST, 54.13 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°22'45", AN ARC LENGTH OF 54.13 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 37.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 819 SQUARE FEET, MORE OR LESS.

ST. JOHNS COUNTY REAL ESTATE DIVISION PURCHASE AGREEMENT

RIGHT OF WAY Page 1 of 4

DISTRI	CT NO.:	FDOT District #2				
STATE	ROAD NO.:	SR 9/I-95/CR 210				
COUNT		St. Johns				
PARCEL	. NO.:	026350-0000 (802)				
	Wilson Famil 225 Eva Earl St. Johns, FL	Road 32259-2030				
Buyer:	St. Johns Co	unty, Florida, a political sub	odivision of the State	of F	lorida	
	nd Seller hereby g terms and cor	agree that Seller shall sell anditions:	nd Buyer shall buy t	he fo	llowing described propert	y pursuant to the
I. Des	cription of Pr	operty				
	(a) Estate bein	g purchased: Fee Simple	⊠Permanent Easen	nent	Temporary Easement	Leasehold
		ty Described as: (see Exhibi				
		tures and other improvemen				
These it	ems are NOT ir	cluded in this agreement. A	separate offer is be	ing, c	r has been, made for the	se items.
	CHASE PRICE	-				
(a)	Real Proper	ty				
	Land		1.	\$	150.00	
	•	ovements				
		Estate Damages rance/Cost-to-Cure)	3.	\$	0.00	
	Total Real P	roperty	4.	\$	150.00	
(b)	Total Person	al Property	5.	\$	0.00	
(c)	Fees and Co	sts				
	Attorr	ey Fees	6.	\$	0,00	
	Appra	iser Fees				
			N			
		Fee(•	\$		<u> </u>
		ees and Costs		\$		
		usiness Damages		\$		
	(e) Total O		11.	\$	0.00	
	List:					
Total Du	vahasa Drisa	Add lines 4 E 0 10 and 1	4\	.	150.00	
i Uldi Pü		(Add Lines 4 , 5, 9, 10 and 1 of Total Purchase Price to be		\$	150.00	
		Buyer at Closing	•	\$	150.00	
	-	of Total Purchase Price to be		ヤ	120,00	******
		Buyer upon surrender of pos		\$	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 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

V. Typewritten or Handwritten Provisions

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

\boxtimes	There is an addendum to this agreement.
\Box	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)	buyer	
Marvin J. Wilson 2-09-2011 Signature Date	St. Johns County, Florida	
Type or print name	BY:Signature	Date
Signature Date	Type or print name and title	
TANICE R. WILSON Type or print name		
VII. Final Agency Acceptance		
The Buyer has granted Final Agency Acceptance this	day of,	•
BY:		
Signature	Type or print name and title	
Legal Review: M: Mod J. Hunt Date		
Michael D. Hunt - Deputy Commy Attorn	<u>.v v</u>)	
Type or print and title	lacksquare	

ADDITIONAL SIGNATURES

SELLERS(S):		
Signature Date Date	Signature	Date
Tuanita V. VVI/son Type or print name	Type or print name	
Robert J. Wilson 2-9-11 Signature Date	Signature	Date
ROBERT J. WILSON Type or print name	Type or print name	
	we "to be disable accommonweeper on agency and a few annual distributions in the state and and	THE RESERVE OF THE PROPERTY OF
Signature Date Date Date Date	Signature	Date
Type or print name	Type or print name	Management of the state of the
Signature Date	Signature	Date
Type or print name	Type or print name	
		998 Jan 1997 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998
Signature Date	Signature	Date
Type or print name	Type or print name	

PARCEL 802 (PERPETUAL EASEMENT)

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND A PORTION OF THE FORMER RIGHT OF WAY OF RUSSELL SAMPSON ROAD (A VARIABLE WIDTH RIGHT OF WAY, NOW CLOSED PER OFFICIAL RECORDS BOOK 3225, PAGE 1614, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS

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 1,817.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84'56'28" WEST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 22.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,424.64 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73'40'58" WEST, 73.50 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01'44'13", AN ARC LENGTH DISTANCE OF 33.98 FEET; THENCE NORTH 17'11'08" WEST, A DISTANCE OF 3.00 FEET; THENCE NORTH 73'12'55" EAST, A DISTANCE OF 14.42 FEET; THENCE NORTH 87'02'59" EAST, A DISTANCE OF 30.07 FEET; THENCE SOUTH 47'48'44" EAST, A DISTANCE OF 14.45 FEET; THENCE NORTH 87'02'59" EAST, A DISTANCE OF 30.07 FEET; THENCE SOUTH 01'15'58" EAST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 17.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,557 SQUARE FEET, MORE OR LESS.

Rame
Peter 14/11

Prepared by: St. Johns County 500 San Sebastian View St. Augustine, FL 32084

ADDENDUM TO PURCHASE AGREEMENT

GRANT C	OF DRAINAGE EASEMENT
J. Wilson and Juanita V. Wilson, a October 13, 2003, Marvin J. Wilson address is, 225 Eva Earl, St. Johns, FL	s, 2011, between Robert as trustees of the Wilson Trust Agreement dated an and Janice Wilson, and Terry Johnson, whose 32259 as GRANTOR, and ST. JOHNS COUNTY, ne State of Florida, whose address is 500 San Sebastian ereinafter called GRANTEE.
receive, the receipt of which is hereb Grantee, its successors and assigns, an and authority to said Grantee, its success or below the surface of the ground, tog	for and in consideration of the benefit that Grantor will by acknowledged, has granted and conveyed to the ingress and egress easement with the right, privilege, ssors and assigns, to drain surface waters either above gether with the right to install and maintain drainage oss, or under the following described land situate in St.
Property described on attached I part hereof.	EXHIBIT "A", incorporated by reference and made a
IN WITNESS WHEREOF, the and year first above written.	e said Grantor has hereunto set hand and seal the day
Signed, sealed and delivered in Our presence as Witnesses:	
Print Witness Name:	Robert J. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003
Print Witness Name:	Juanita V. Wilson, as Trustee of the Wilson Trust Agreement dated 10/13/2003
	Robert J. Wilson, individually

Juanita V. Wilson, individually

Grant of Drainage Easement	Page 2
	Marvin J. Wilson
	Janice Wilson
	Terry Johnson
STATE OF FLORIDA COUNTY OF ST. JOHNS	
The foregoing instrument was, 2011, by Rol	acknowledged before me this day of bert J. and Juanita V. Wilson individually and as Trustee 10/13/03, and Marvin J. and Janice Wilson and Terry
Johnson who is personally known to	•
	Notary Public

PARCEL 802 (PERPETUAL EASEMENT)

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CONTAINING 1,557 SQUARE FEET, MORE OR LESS.

