

RESOLUTION NO. 2011- 70

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/I95 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 4/8/11

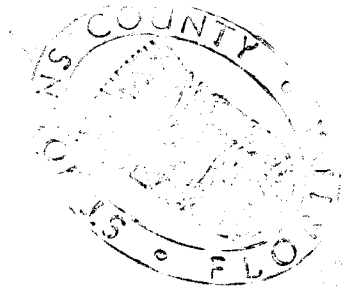


EXHIBIT "A" TO RESOLUTION

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.: 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 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. \$ 60,700.00
Improvements 2. \$ _____
Real Estate Damages 3. \$ 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 7. \$ _____

_____ 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) \$ 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)

Marvin J. Wilson 2-9-2011
Signature Date

MARVIN J. WILSON
Type or print name

Janice R. Wilson 2-9-2011
Signature Date

JANICE R. WILSON
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: Michael D. Hunt 1/14/11
Date

Michael D. Hunt -- Deputy City Attorney
Type or print and title



ADDITIONAL SIGNATURES

SELLERS(S):

Juanita V. Wilson 2-9-2011
Signature Date
Juanita V. Wilson
Type or print name

Signature Date

Type or print name

Robert J. Wilson 2011
Signature Date
ROBERT J. WILSON
Type or print name

Signature Date

Type or print name

Terry W. Johnson 2/9/11
Signature Date
Terry W. Johnson
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"

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 $01^{\circ}15'58''$ 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 $72^{\circ}25'51''$ 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 $03^{\circ}18'51''$, AN ARC LENGTH OF 130.09 FEET; THENCE NORTH $19^{\circ}18'52''$ WEST, A DISTANCE OF 2.89 FEET; THENCE SOUTH $72^{\circ}14'03''$ 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 $63^{\circ}07'41''$ WEST, 412.64 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}29'36''$, AN ARC LENGTH OF 413.22 FEET; THENCE SOUTH $57^{\circ}49'08''$ WEST, A DISTANCE OF 247.22 FEET; THENCE NORTH $82^{\circ}53'40''$ WEST, A DISTANCE OF 5.95 FEET; THENCE NORTH $57^{\circ}49'08''$ 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 $65^{\circ}35'56''$ EAST, 611.87 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $15^{\circ}33'36''$, AN ARC LENGTH OF 613.76 FEET; THENCE NORTH $73^{\circ}22'44''$ EAST, A DISTANCE OF 30.90 FEET TO THE SAID EASTERLY LINE OF SECTION 17; THENCE SOUTH $01^{\circ}15'58''$ EAST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 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

DISTRICT NO.: FDOT District #2
STATE ROAD NO.: SR 9/I-95/CR 210
COUNTY: St. Johns
PARCEL NO.: 026350-0000 (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: 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. \$ 32,850.00
Improvements 2. \$ _____
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 32,850.00

(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 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) \$ 32,850.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 32,850.00

(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 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

Marvin J. Wilson 2-9-2011
Signature Date

St. Johns County, Florida

MARVIN J. WILSON
Type or print name

BY: _____
Signature Date

Janice R. Wilson 2-7-2011
Signature Date

Type or print name and title

JANICE 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: Michael D. Hunt 1/13/11
Date

Michael D. Hunt -- Deputy County Attorney
Type or print and title

ADDITIONAL SIGNATURES

SELLERS(S):

Juanita V. Wilson 2-9-2011
Signature Date

Juanita V. Wilson
Type or print name

Signature Date

Type or print name

Robert J. Wilson 2-9-2011
Signature Date

ROBERT J. WILSON
Type or print name

Signature Date

Type or print name

Terry W. Johnson 2/9/11
Signature Date

Terry W. Johnson
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"

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 23.76 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 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 Exhibits "A, B & C")

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>17,850.00</u>
Improvements	2.	\$	<u>0.00</u>
Real Estate Damages	3.	\$	<u>0.00</u>
(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 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) \$ 17,850.00

(f) Portion of Total Purchase Price to be paid to 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 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)

Marvin J. Wilson 2-9-2011
Signature Date

MARVIN J. WILSON
Type or print name

Janice A. Wilson 2-9-2011
Signature Date

JANICE R. WILSON
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: Michael D. Hunt 1/14/11
Date

Michael D. Hunt - Deputy Co. Attorney
Type or print and title

ADDITIONAL SIGNATURES

SELLERS(S):

Juanita V. Wilson 2-9-2011
Signature Date

Juanita ~~V. Wilson~~ Wilson
Type or print name

Signature Date

Type or print name

Robert J. Wilson 2011
Signature Date

ROBERT J. WILSON
Type or print name

Signature Date

Type or print name

Terry W. Johnson 2/9/11
Signature Date

Terry W. Johnson
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"

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), (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 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:

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CONTAINING 1,043 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"

PARCEL 702 (TEMPORARY CONSTRUCTION EASEMENT)
PART "C"

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CONTAINING 150 SQUARE FEET, MORE OR LESS.

LEGALLY SUFFICIENT

Michael S. Hill

Name

Date 11/11/11

Prepared by: ADDENDUM TO PURCHASE AGREEMENT
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2011, by and 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, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of Seventeen Thousand Eight Hundred Fifty Dollars (\$17,850.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete. The property will be put back to its original or better condition when the project is complete.

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

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 instrument was acknowledged before me this ____ day of _____, 2011, by Robert J. and Juanita V. Wilson individually and as Trustee of the Wilson Trust Agreement dated 10/13/03, and Marvin J. and Janice Wilson and Terry Johnson who is personally known to me.

Notary Public

EXHIBIT "A"

PARCEL 702 (TEMPORARY CONSTRUCTION EASEMENT)

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PART "C"

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CONTAINING 150 SQUARE FEET, MORE OR LESS.

EXHIBIT "D" TO RESOLUTION

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.: 026390-0060 (701)

Seller: Wilson Robert Family Trust
225 Eva Earl 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 1. \$ 14,550.00
Improvements 2. \$ 0.00
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 14,550.00

(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 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) \$ 14,550.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 14,550.00

(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)

Marvin J. Wilson 2-9-2011
Signature Date

MARVIN J. WILSON
Type or print name

Janice R. Wilson 2-9-2011
Signature Date

JANICE R. WILSON
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: Michael D. Hunt 1/14/11
Date

Michael D. Hunt - Deputy County Attorney
Type or print and title

ADDITIONAL SIGNATURES

SELLERS(S):

Juanita V. Wilson 2-9-2011
Signature Date

Juanita V. Wilson
Type or print name

Signature Date

Type or print name

Robert J. Wilson 2011
Signature Date

ROBERT J. WILSON
Type or print name

Signature Date

Type or print name

Terry W. Johnson 2/9/11
Signature Date

Terry W. Johnson
Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

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PARCEL 701 (TEMPORARY CONSTRUCTION EASEMENT)

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 73°23'54" WEST, 54.13 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 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°30'07" 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 244.76 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 94.47 FEET; THENCE SOUTH 19°13'35" EAST, A DISTANCE OF 2.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND 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.

LEGALLY SUFFICIENT

Michael D. Hill

Name

Date 1/14/11

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

ADDENDUM TO PURCHASE AGREEMENT

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2011, by and 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**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSTEH, that for and in consideration of the sum of Fourteen Thousand Five Hundred Fifty Dollars (\$14,550.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

It is understood and agreed by the parties hereto that the rights granted herein will terminate when the project is complete. The property will be put back to its original or better condition when the project is complete.

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

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 instrument was acknowledged before me this ____ day of _____, 2011, by Robert J. and Juanita V. Wilson individually and as Trustee of the Wilson Trust Agreement dated 10/13/03, and Marvin J. and Janice Wilson and Terry Johnson who is personally known to me.

Notary Public

EXHIBIT "A"

PARCEL 701 (TEMPORARY CONSTRUCTION EASEMENT)

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 73°23'54" WEST, 54.13 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 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°30'07" 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 244.76 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 94.47 FEET; THENCE SOUTH 19°13'35" EAST, A DISTANCE OF 2.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,248.96 FEET, A CHORD BEARING AND 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.

EXHIBIT "E" TO RESOLUTION

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.: 026390-0060 (805)

Seller: Wilson Robert Family Trust
225 Eva Earl 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 1. \$ 100.00
Improvements 2. \$ 0.00
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 100.00

(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 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) \$ 100.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 100.00

(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

Marvin J. Wilson 2-9-2011
Signature Date

St. Johns County, Florida

MARVIN J. WILSON
Type or print name

BY: _____
Signature Date

Janice R. Wilson 2-9-2011
Signature Date

Type or print name and title

JANICE R. WILSON
Type or print name

VII. Final Agency Acceptance

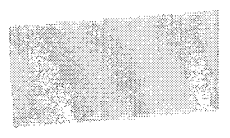
The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature

Type or print name and title

Legal Review: Michael D. Hunt
Date

Michael D. Hunt - Deputy County Attorney
Type or print and title



ADDITIONAL SIGNATURES

SELLERS(S):

Juanita V. Wilson 2-9-2011
Signature Date

Juanita V. Wilson
Type or print name

Signature Date

Type or print name

Robert J. Wilson 2-9-11
Signature Date

ROBERT J. WILSON
Type or print name

Signature Date

Type or print name

Terry W. Johnson 2/9/11
Signature Date

Terry W. Johnson
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"

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 $01^{\circ}15'58''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,606.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH $34^{\circ}33'47''$ WEST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 14.93 FEET; THENCE NORTH $72^{\circ}54'53''$ WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH $77^{\circ}21'51''$ WEST, A DISTANCE OF 23.49 FEET; THENCE NORTH $16^{\circ}37'16''$ 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 $73^{\circ}23'54''$ EAST, 54.13 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}22'45''$, AN ARC LENGTH OF 54.13 FEET TO THE SAID EASTERLY LINE OF SECTION 17; THENCE SOUTH $01^{\circ}15'58''$ EAST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 37.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 819 SQUARE FEET, MORE OR LESS.

LEGALLY SUFFICIENT
Michael Smith
Name
Date: 7/14/11

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

Marvin J. Wilson

Janice Wilson

Terry Johnson

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Robert J. and Juanita V. Wilson individually and as Trustee of the Wilson Trust Agreement dated 10/13/03, and Marvin J. and Janice Wilson and Terry Johnson who is personally known to me.

Notary Public

EXHIBIT "A"

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 $01^{\circ}15'58''$ WEST, ALONG THE EASTERLY LINE OF SAID SECTION 17, A DISTANCE OF 1,606.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH $34^{\circ}33'47''$ WEST, DEPARTING SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 14.93 FEET; THENCE NORTH $72^{\circ}54'53''$ WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH $77^{\circ}21'51''$ WEST, A DISTANCE OF 23.49 FEET; THENCE NORTH $16^{\circ}37'16''$ 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 $73^{\circ}23'54''$ EAST, 54.13 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}22'45''$, AN ARC LENGTH OF 54.13 FEET TO THE SAID EASTERLY LINE OF SECTION 17; THENCE SOUTH $01^{\circ}15'58''$ EAST, ALONG SAID EASTERLY LINE OF SECTION 17, A DISTANCE OF 37.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 819 SQUARE FEET, MORE OR LESS.

EXHIBIT "F" TO RESOLUTION

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.: 026350-0000 (802)

Seller: Wilson Family
225 Eva Earl 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 1. \$ 150.00
Improvements 2. \$ _____
Real Estate Damages 3. \$ 0.00
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 150.00

(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 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 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

Marvin J. Wilson 2-09-2011
Signature Date

St. Johns County, Florida

MARVIN J. WILSON
Type or print name

BY: _____
Signature Date

Janice R. Wilson 1-9-2011
Signature Date

Type or print name and title

JANICE 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: Michael D. Hunt
Date

Michael D. Hunt - Deputy County Attorney
Type or print and title



ADDITIONAL SIGNATURES

SELLERS(S):

Juanita V. Wilson 2-9-2011
Signature Date

Juanita V. Wilson
Type or print name

Signature Date

Type or print name

Robert J. Wilson 2-9-11
Signature Date

ROBERT J. WILSON
Type or print name

Signature Date

Type or print name

Terry W. Johnson 2/9/11
Signature Date

Terry W. Johnson
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"

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), (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 1,817.15 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 OF 73.50 FEET; THENCE NORTH 17°11'08" WEST, A DISTANCE OF 3.00 FEET; THENCE NORTH 73°12'55" EAST, A DISTANCE OF 33.98 FEET; THENCE NORTH 18°29'44" EAST, A DISTANCE OF 25.22 FEET; THENCE NORTH 57°45'33" 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 14.05 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 17.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,557 SQUARE FEET, MORE OR LESS.

LEGALLY SUFFICIENT
Michael S. Hill
Name
Date 7/14/11

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

Marvin J. Wilson

Janice Wilson

Terry Johnson

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Robert J. and Juanita V. Wilson individually and as Trustee of the Wilson Trust Agreement dated 10/13/03, and Marvin J. and Janice Wilson and Terry Johnson who is personally known to me.

Notary Public

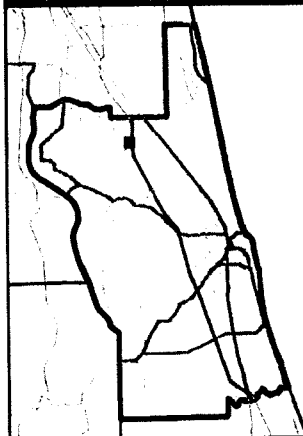
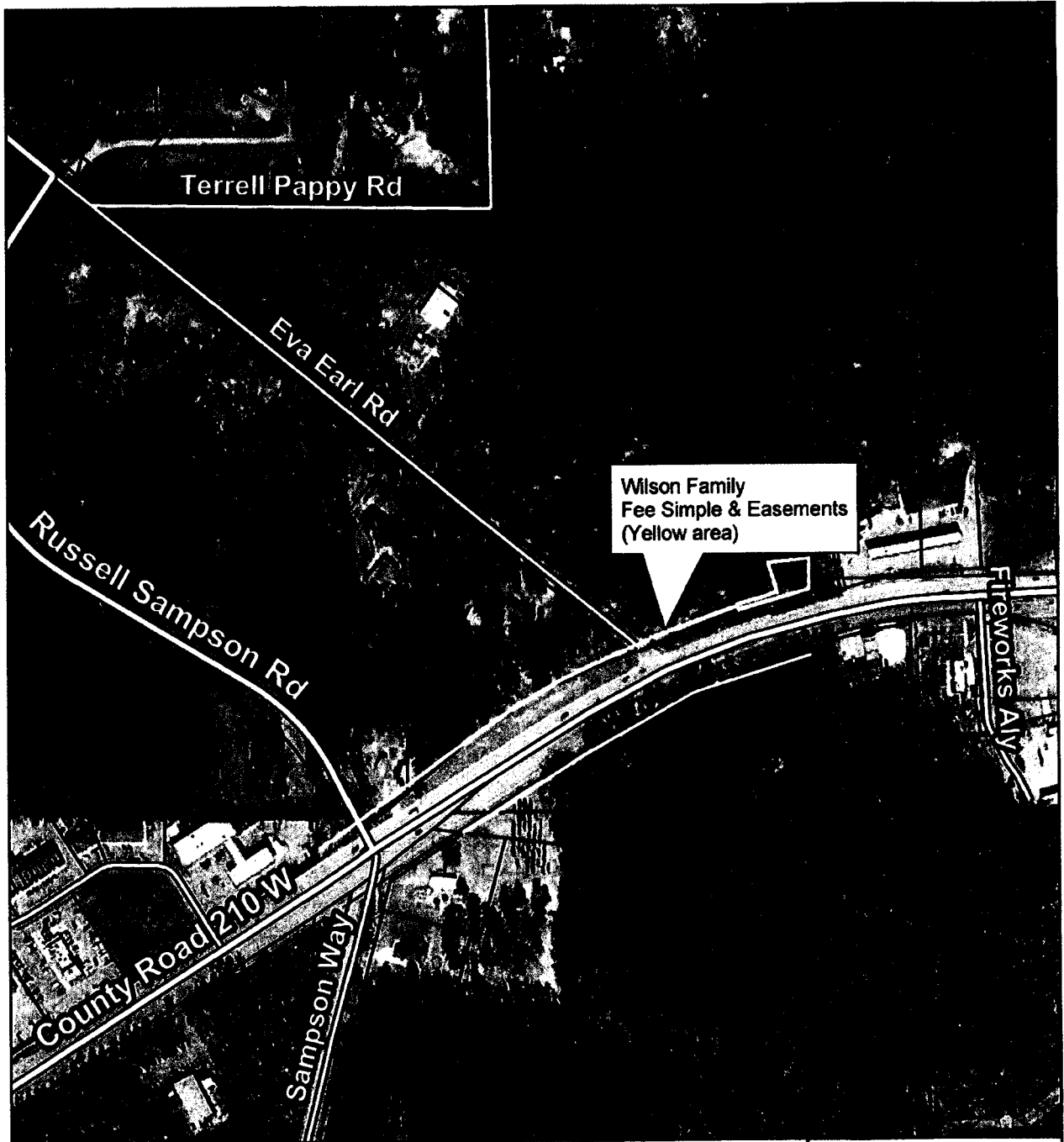
EXHIBIT "A"

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CONTAINING 1,557 SQUARE FEET, MORE OR LESS.



**CR210/195
WILSON FAMILY**



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 2/14/11
(904) 209-0796



2008 Aerial Imagery

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