

RESOLUTION NO. 2012- 181

**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 TWO PURCHASE AGREEMENTS FOR PROPERTY REQUIRED FOR PHASE II OF THE CR210/I95 ROADWAY IMPROVEMENT PROJECT.**

**RECITALS**

**WHEREAS**, the property owner, St. Johns Forest Community Development District, has executed and presented to the County two Purchase Agreements, for fee simple ownership and a Temporary Construction Easement, attached hereto as Exhibit "A," and Exhibit "B," incorporated by reference and made a hereof; and

**WHEREAS**, the owner has agreed to convey fee simple ownership and a Temporary Construction Easement in the amount of \$51,750.00 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 50 parcels for the widening of CR210 at I95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

**WHEREAS**, this represents the 42nd and 43rd parcels of the 50 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 two 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 two original Purchase Agreements in the Clerk's Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of July, 2012.

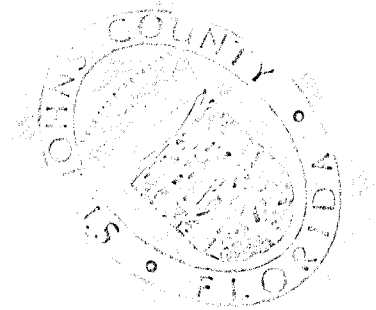
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Mark P. Miner*  
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By: *Ram Halterman*  
Deputy Clerk

RENDITION DATE 7/19/12





### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the Seller's 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. Buyer shall pay all costs incurred by Seller for the purpose of obtaining marketable title. Seller shall be liable for any encumbrances not disclosed in the public records of St. Johns County, Florida, arising after closing as a result of actions of the Seller but excluding actions of any other persons.
- (c) Seller shall maintain the Seller's Property described in **Exhibit "A"** until the day of closing. Seller's 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 Seller's 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) Seller's 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 Seller's Property described in **Exhibit "A"** shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer. Provided, however, Seller shall convey title to Seller's Property by special warranty deed.
- (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 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**.
- (k) **In addition to the Purchase Price set forth in section II herein, Buyer shall pay all closing costs, including but not limited to any documentary stamps, recording fees, and/or professional fees incurred by Seller as a result of this Purchase Agreement.**
- (l) **In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The provisions of this paragraph (l) shall survive the purchase and sale contemplated in this Purchase Agreement.**
- (m) **In addition to the Purchase Price set forth in section II herein, Buyer shall pay \$17,125.78 at closing to Seller, representing the professional fees (legal and engineering) and costs incurred by Seller in its negotiations with Buyer regarding the County Road 210 Improvements Project (hereinafter defined).**

**(n) Buyer hereby agrees to pay all costs to repair damage to Seller's Property arising from or relating to any construction activities undertaken pursuant to the County Road 210 expansion ("County Road 210 Improvements Project"), as determined by Seller, regardless of whether such damage was caused by any contractor(s), subcontractor(s), materialmen, or other individual(s) performing work on the County Road 210 Improvements Project on the part of the Buyer. The provisions of this paragraph (n) shall survive the purchase and sale contemplated in this Purchase Agreement.**

**IV. Closing Date**

The closing will occur no later than 120 days after Final Agency Acceptance. The closing of the sale of Seller's Property ("Closing") shall take place at the offices of the Escrow Agent, ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, 904-797-4777 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**

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

St. Johns County, Florida

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

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

\_\_\_\_\_  
Signature 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

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

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

**ADDITIONAL SIGNATURES**

SELLERS(S):

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

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Type or print name

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EXHIBIT "A" TO PURCHASE AGREEMENT

PARCEL 131

FEE SIMPLE

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 ST. JOHNS FOREST BOULEVARD, (A PRIVATE VARIABLE WIDTH RIGHT OF WAY PER PLAT OF ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH  $02^{\circ}12'06''$  WEST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 90.93 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 DEPARTING SAID WESTERLY LINE OF GOVERNMENT LOT 4, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, THE FOLLOWING 2 COURSES AND DISTANCES: (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2801.93 FEET, THROUGH A TOTAL CENTRAL ANGLE OF  $01^{\circ}42'47''$ , AN ARC DISTANCE OF 83.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $56^{\circ}57'52''$  WEST, 83.77 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTH  $57^{\circ}49'15''$  WEST, A DISTANCE OF 785.26 FEET TO THE NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF ST. JOHNS FOREST BOULEVARD, (A PRIVATE VARIABLE WIDTH RIGHT OF WAY PER PLAT OF ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $57^{\circ}49'15''$  WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 180.00 FEET TO THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF SAID ST. JOHNS FOREST BOULEVARD; THENCE NORTH  $12^{\circ}49'12''$  EAST, DEPARTING SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF ST. JOHNS FOREST BOULEVARD, A DISTANCE OF 28.29 FEET; THENCE SOUTH  $32^{\circ}10'18''$  EAST, DEPARTING SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF ST. JOHNS FOREST BOULEVARD, A DISTANCE OF 15.25 FEET; THENCE NORTH  $57^{\circ}47'48''$  EAST, A DISTANCE OF 124.76 FEET; THENCE NORTH  $32^{\circ}12'12''$  WEST, A DISTANCE OF 2.51 FEET; THENCE NORTH  $57^{\circ}47'48''$  EAST, A DISTANCE OF 34.79 FEET TO THE SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF ST. JOHNS FOREST BOULEVARD, AND A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY EXISTING RIGHT OF WAY LINE OF ST. JOHNS FOREST BOULEVARD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF  $07^{\circ}01'04''$ , AN ARC DISTANCE OF 7.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $35^{\circ}41'16''$  EAST, 7.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,053 SQUARE FEET, MORE OR LESS.



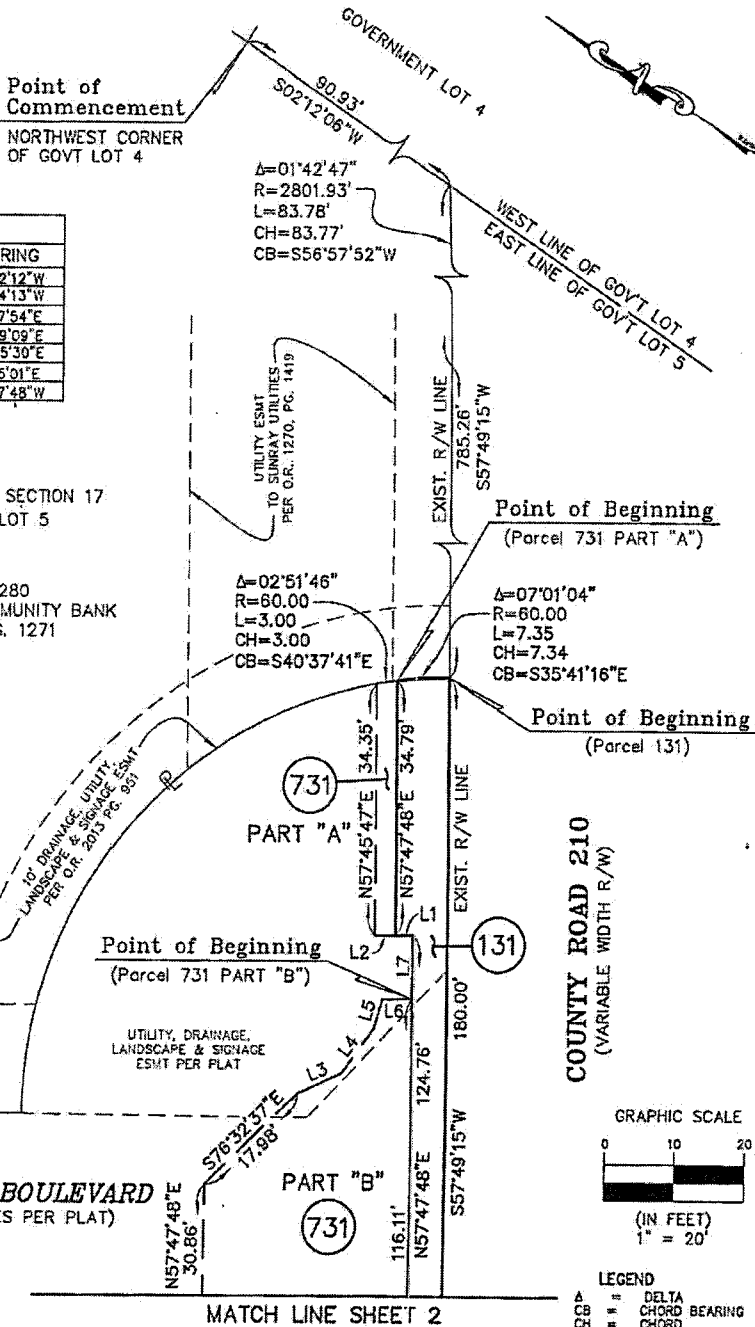
# SKETCH AND LEGAL DESCRIPTION OF

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.51'	N32°12'12"W
L2	2.95'	N32°14'13"W
L3	6.78'	S56°37'54"E
L4	7.59'	S65°49'09"E
L5	4.28'	N74°35'30"E
L6	4.29'	S33°55'01"E
L7	8.65'	S57°47'48"W

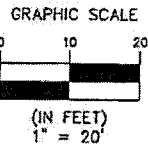
SOUTHEAST 1/4 OF SECTION 17  
GOVERNMENT LOT 5

026341-0280  
PEOPLES FIRST COMMUNITY BANK  
O.R. 2155 PG. 1271



**ST. JOHNS FOREST BOULEVARD**  
(PRIVATE R/W WIDTH VARIES PER PLAT)

**COUNTY ROAD 210**  
(VARIABLE WIDTH R/W)



LEGEND

Δ	DELTA
CB	CHORD BEARING
CH	CHORD
ESMT.	EASEMENT
EXIST.	EXISTING
GOVT	GOVERNMENT
L	LENGTH
M.B.	MAP BOOK
O.R.	OFFICIAL RECORDS
P.B.	PAGE
P.L.	PROPERTY LINE
R	RADIUS
R/W	RIGHT OF WAY

**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF GOVERNMENT LOT 4, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS S 02°12'06" W. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1990 NGS ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

SHEET 1 OF 4

JOB NO. 2008-811-8  
DRAFTER JES  
P.C. N/A  
F.B. N/A PG. N/A  
SCALE 1"=20'  
DATE MAY 21, 2010  
CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

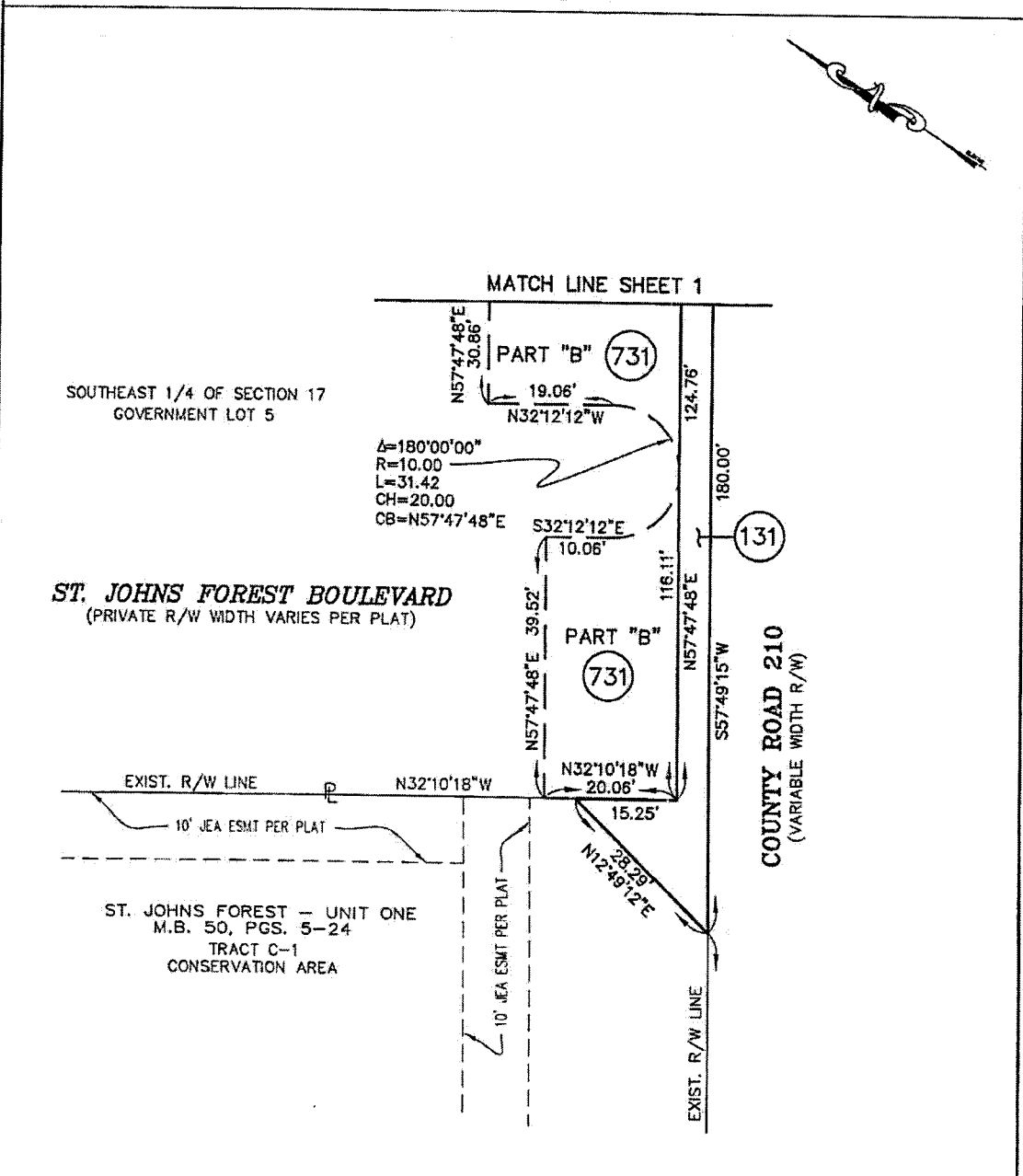
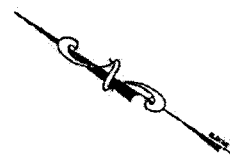
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LB NO. 3731  
330 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2703  
WWW.CLARYASSOC.COM

# SKETCH AND LEGAL DESCRIPTION OF

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



**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF GOVERNMENT LOT 4, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS S 02'12\"/>
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. ITS SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

**LEGEND**

- Δ = DELTA
- CB = CHORD BEARING
- CH = CHORD
- ESMT. = EASEMENT
- EXIST. = EXISTING
- GOVT = GOVERNMENT
- L = LENGTH
- M.B. = MAP BOOK
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- P = PROPERTY LINE
- R = RADIUS
- R/W = RIGHT OF WAY

**GRAPHIC SCALE**  
0 10 20  
(IN FEET)  
1" = 20'

SHEET 2 OF 4

JOB NO. <u>2008-811-8</u>	THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.	<p><b>Clary &amp; Associates</b> PROFESSIONAL SURVEYORS &amp; MAPPERS 18 NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260-2703 WWW.CLARYASSOC.COM</p>
DRAFTER <u>JES</u>	THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	
P.C. <u>N/A</u>		
F.B. <u>N/A</u> PG. <u>N/A</u>		
SCALE <u>1"=20'</u>		
DATE <u>MAY 21, 2010</u>		
CHECKED BY:	DENNIS W. ELSWICK, P.L.S. CERT. NO. 3190	

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.: 026331-0001 (731A&B)

**Seller: St. Johns Forest Comm. Dev. District  
Severn Trent Services  
475 West Town Place, Suite 200  
St. Augustine, Florida 32092**

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

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

**I. Description of Property**

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

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

**II. PURCHASE PRICE**

**(a) Real Property ("Seller's Property")**

Land 1. \$ 15,300.00  
Improvements 2. \$ 0.00  
Real Estate Damages 3. \$ 0.00  
(Severance/Cost-to-Cure)

**Total Real Property** 4. \$ 15,300.00

**(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)** \$ 15,300.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 15,300.00

(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 Seller's 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. Buyer shall pay all costs incurred by Seller for the purpose of obtaining marketable title. Seller shall be liable for any encumbrances not disclosed in the public records of St. Johns County, Florida, arising after closing as a result of actions of the Seller but excluding actions of any other persons.
- (c) Seller shall maintain the Seller's Property described in **Exhibit "A"** until the day of closing. Seller's Property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
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- (e) Seller's 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**.
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- (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 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**.
- (k) **In addition to the Purchase Price set forth in section II herein, Buyer shall pay all closing costs, including but not limited to any documentary stamps, recording fees, and/or professional fees incurred by Seller as a result of this Purchase Agreement.**
- (l) **In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The provisions of this paragraph (l) shall survive the purchase and sale contemplated in this Purchase Agreement.**
- (m) **Buyer hereby agrees to pay all costs to repair damage to Seller's Property arising from or relating to any construction activities undertaken pursuant to the County Road 210 expansion ("County Road 210 Improvements Project"), as determined by Seller, regardless of whether such damage was caused by any contractor(s), subcontractor(s), materialmen, or**

**other individual(s) performing work on the County Road 210 Improvements Project on the part of the Buyer. The provisions of this paragraph (m) shall survive the purchase and sale contemplated in this Purchase Agreement.**

**IV. Closing Date**

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

The closing of the sale of Seller's 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)**

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

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

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

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

**Buyer**

St. Johns County, Florida

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

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

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**VII. Final Agency Acceptance**

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

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

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

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

**ADDITIONAL SIGNATURES**

SELLERS(S):

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Signature Date

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Type or print name

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EXHIBIT "A" TO PURCHASE AGREEMENT

PARCEL 731  
PART "A"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811  
SHEET NOS. 5

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF ST. JOHNS FOREST BOULEVARD, (A PRIVATE VARIABLE WIDTH RIGHT OF WAY PER PLAT OF ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 102 SQUARE FEET, MORE OR LESS.



## EXHIBIT "A" CONTINUED

PARCEL 731  
PART "B"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811  
SHEET NOS. 5

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF ST. JOHNS FOREST BOULEVARD, (A PRIVATE VARIABLE WIDTH RIGHT OF WAY PER PLAT OF ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 2,122 SQUARE FEET, MORE OR LESS.

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

### TEMPORARY NON-EXCLUSIVE CONSTRUCTION EASEMENT

**THIS TEMPORARY NON-EXCLUSIVE CONSTRUCTION EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **St. Johns Forest Community Development District**, whose address is 475 West Town Place, Suite 200, St. Augustine, Florida 32092 as grantor and **St. Johns County**, a political subdivision, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, as grantee.

**WITNESSTEH**, that for and in consideration of the sum of **\$15,300.00 (Fifteen Thousand Three Hundred Dollars)** 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 Non-Exclusive Construction Easement over, upon, under, through and across that certain property located in St. Johns County, Florida, and described in **Exhibit A** hereto (the "Easement Area") for the sole purposes of ingress and egress and project construction.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate when the project is complete, and within thirty (30) days of project completion the grantee must record a termination of this Temporary Non-Exclusive Construction Easement. In no event shall this Temporary Non-Exclusive Construction Easement extend beyond July 31, 2015, unless the grantor provides express written permission to extend the duration of this Temporary Non-Exclusive Construction Easement. In any event, the property will be put back to its original or better condition when the project is complete, subject to the final approval of the grantor, and after payment in full of any restoration costs incurred by the grantor as a result of damage to the grantor's property or grantee's failure to place the same in its original or better condition (in accordance with the Purchase Agreement entered into by and between the grantor and grantee on or about \_\_\_\_\_, 2012).

To the extent allowed by law, grantee shall defend, indemnify, and hold grantor harmless of and from any and all losses, damages, claims, or expenses, including reasonable attorneys' fees, arising out of any claim asserted by any person for loss of, or damage or injury to, person or property caused by any act, fault or omission of grantee or its officers, employees, agents, contractors or invitees in connection with its use or activities on or about the Easement Area.

In the event of any dispute hereunder or of any action to interpret or enforce this Temporary Non-Exclusive Construction Easement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Venue for any such

dispute or action shall be in St. Johns County, Florida. The provisions of this paragraph shall survive the termination of this Temporary Non-Exclusive Construction Easement.

This Temporary Non-Exclusive Construction Easement is solely for the benefit of the parties hereto and no right, cause of action, or benefit shall accrue to or for the benefit of any third party.

The grantee may not assign, transfer, or license all or any portion of its rights under this Temporary Non-Exclusive Construction Easement without the written consent of the grantor. The grantor shall not be prohibited from granting additional rights within the Easement Area to third parties so long as such additional rights do not interfere with the grantee's use of the Easement Area as set forth in this Temporary Non-Exclusive Construction Easement.

This Temporary Non-Exclusive Construction Easement shall be construed, interpreted and controlled according to the laws of the State of Florida.

**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:

**GRANTOR:**  
**St. Johns Forest Community  
Development District**

\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the Chairperson/Vice-Chairperson of the St. Johns Forest Community Development District, who is personally known to me, or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

EXHIBIT "A" TO TEMPORARY CONSTRUCTION EASEMENT

PARCEL 731  
PART "A"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811  
SHEET NOS. 5

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF ST. JOHNS FOREST BOULEVARD, (A PRIVATE VARIABLE WIDTH RIGHT OF WAY PER PLAT OF ST. JOHNS FOREST, UNIT ONE, AS RECORDED IN MAP BOOK 50, PAGES 5 THROUGH 24 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 102 SQUARE FEET, MORE OR LESS.

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PARCEL 731  
PART "B"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT NO. 08/811  
SHEET NOS. 5

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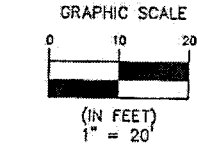
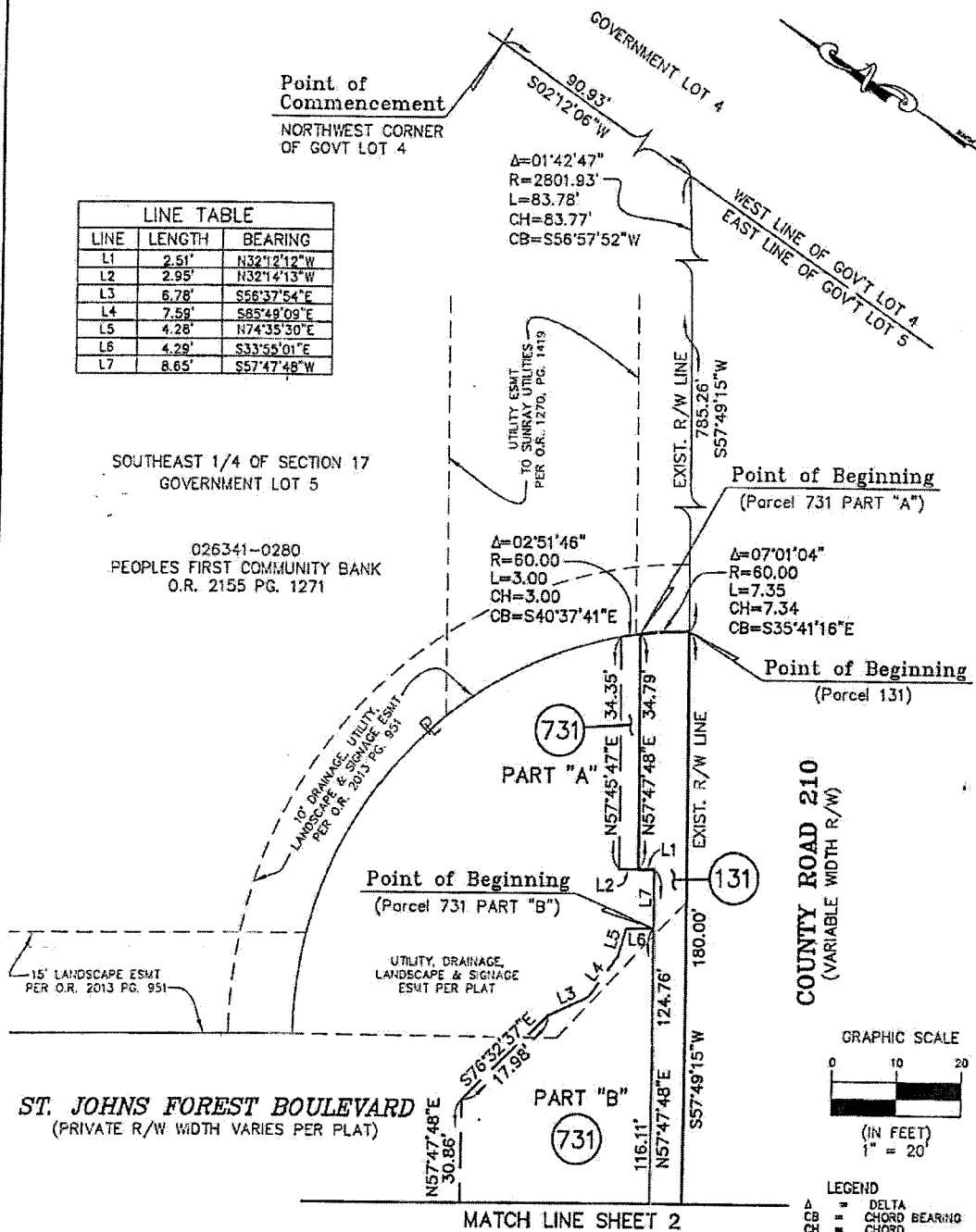
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CONTAINING 2,122 SQUARE FEET, MORE OR LESS.

# SKETCH AND LEGAL DESCRIPTION OF

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.51'	N32°12'12"W
L2	2.95'	N32°14'13"W
L3	6.78'	S56°37'54"E
L4	7.59'	S85°49'09"E
L5	4.28'	N74°35'30"E
L6	4.28'	S33°55'01"E
L7	8.65'	S57°47'48"W



- LEGEND**
- $\Delta$  = DELTA
  - CB = CHORD BEARING
  - CH = CHORD
  - ESMT. = EASEMENT
  - EXIST. = EXISTING
  - GOVT. = GOVERNMENT
  - L = LENGTH
  - H.B. = MAP BOOK
  - O.R. = OFFICIAL RECORDS
  - P.G. = PAGE
  - P.L. = PROPERTY LINE
  - R = RADIUS
  - R/W = RIGHT OF WAY

**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF GOVERNMENT LOT 4, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS S 02°12'06" W. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1980 HGS ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

SHEET 1 OF 4

JOB NO. 2008-811-8  
 DRAFTER JES  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=20'  
 DATE MAY 21, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

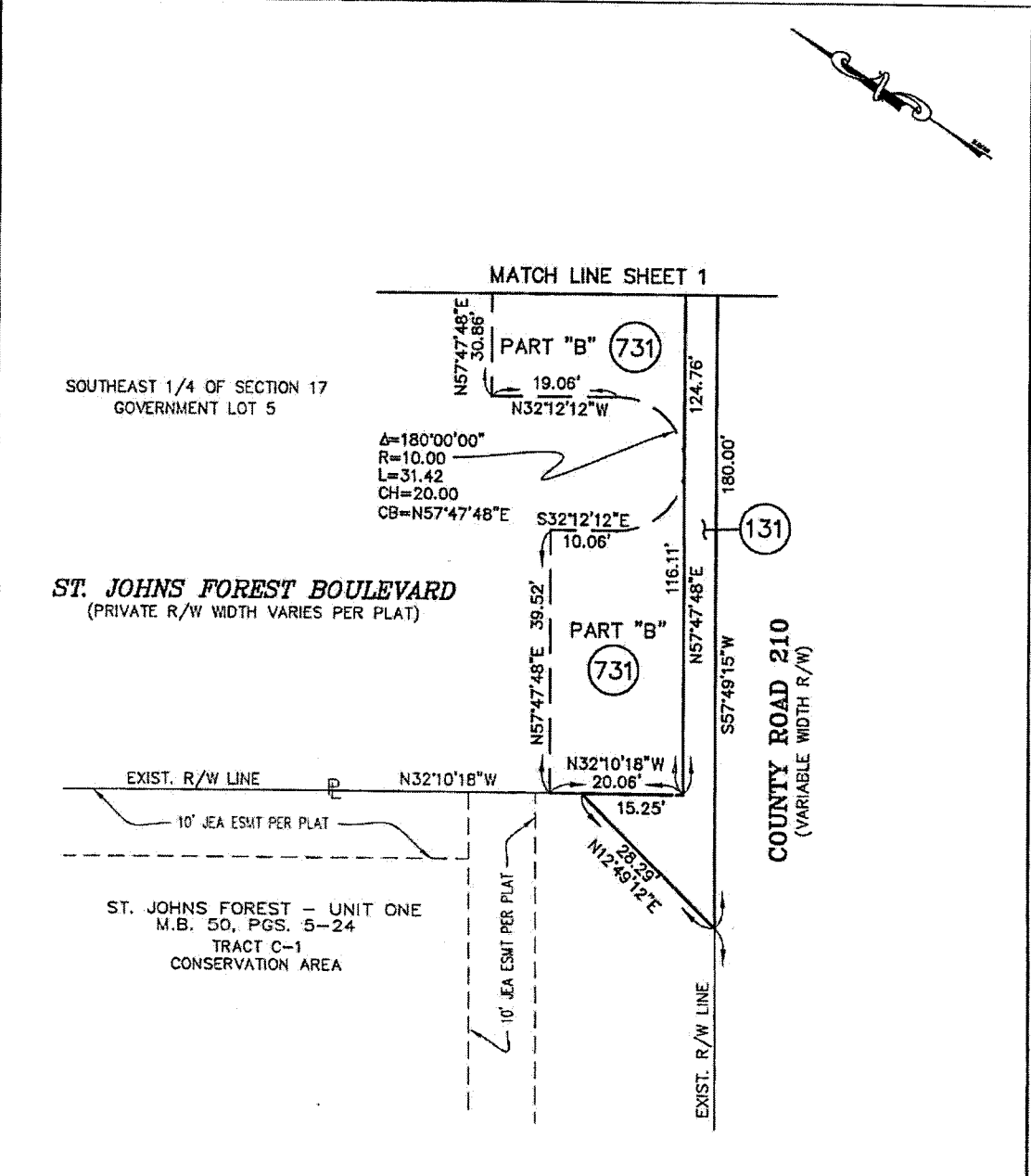
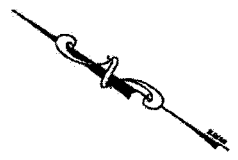
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3830 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 260-2703  
 WWW.CLARYASSOCIATES.COM

# SKETCH AND LEGAL DESCRIPTION OF

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

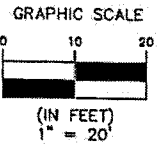


SOUTHEAST 1/4 OF SECTION 17  
GOVERNMENT LOT 5

**ST. JOHNS FOREST BOULEVARD**  
(PRIVATE R/W WIDTH VARIES PER PLAT)

ST. JOHNS FOREST - UNIT ONE  
M.B. 50, PGS. 5-24  
TRACT C-1  
CONSERVATION AREA

**COUNTY ROAD 210**  
(VARIABLE WIDTH R/W)



- LEGEND**
- Δ = DELTA
  - CB = CHORD BEARING
  - CH = CHORD
  - ESMT. = EASEMENT
  - EXIST. = EXISTING
  - GOVT = GOVERNMENT
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SHEET 2 OF 4

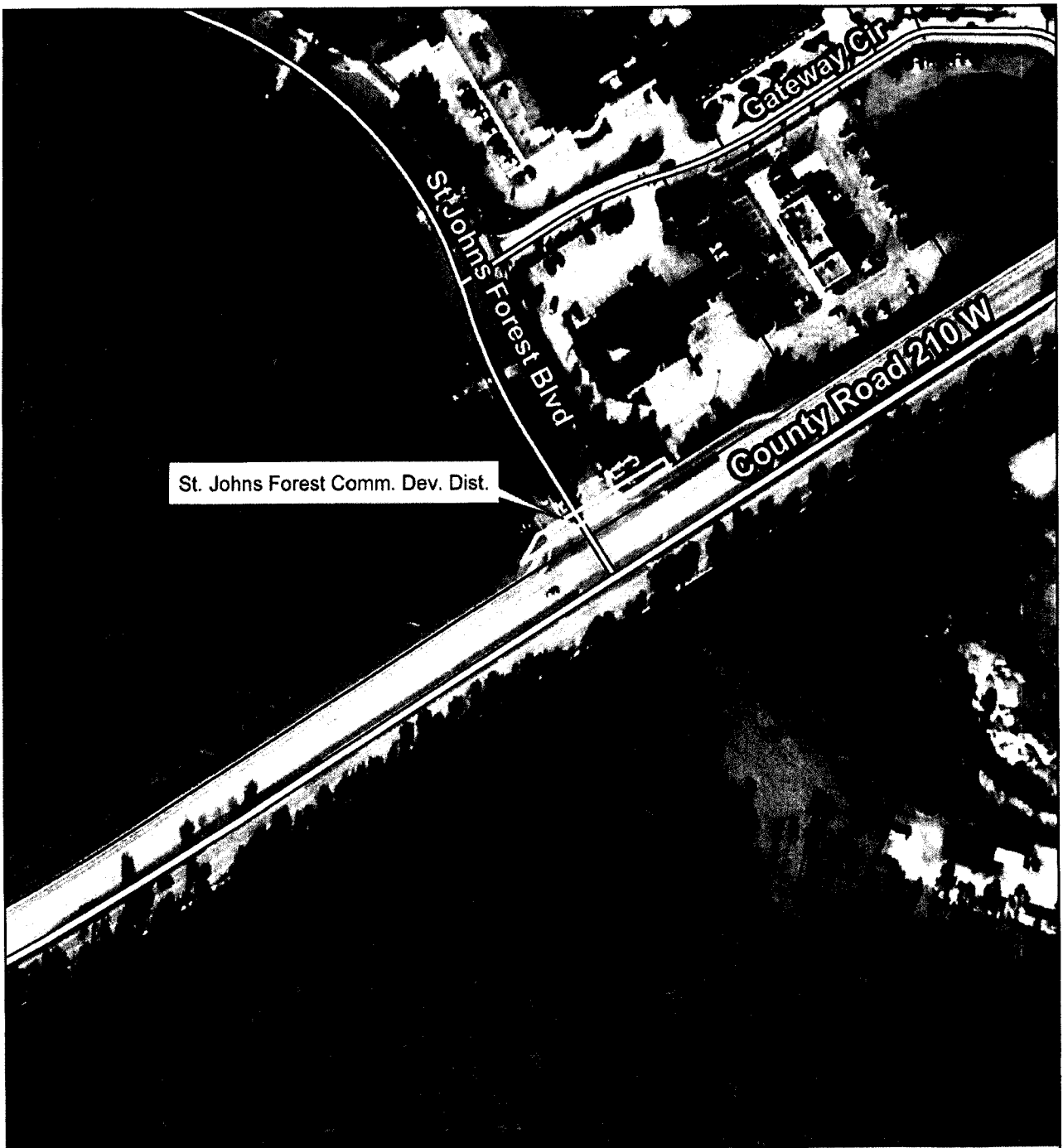
JOB NO. 2008-811-8  
 DRAFTER JES  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1\"/>

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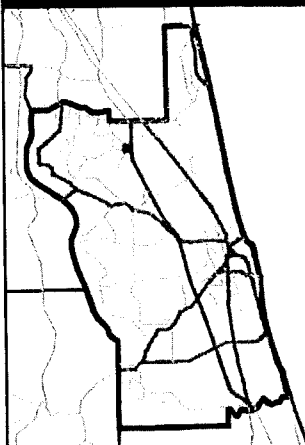
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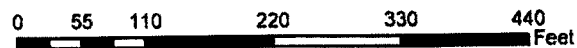


St. Johns Forest Comm. Dev. Dist.



**St. Johns Forest Comm. Dev. Dist.**

**CR210/I95 ROADWAY  
IMPROVEMENT PROJECT**



**2008 Aerial Imagery**

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: 6/13/2012  
(904) 209-0796

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