

RESOLUTION NO. 2014- 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 A PURCHASE AND SALE AGREEMENT FOR PROPERTY REQUIRED FOR THE SHERIFF'S OFFICE TRAINING FACILITY.

RECITALS

WHEREAS, the owner, WE Entertainment, LLC, has agreed to sell property they own and executed a Purchase and Sale Agreement for fee simple ownership of approximately 49.2 acres of property located on Agricultural Center Drive, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, they have offered to sell property for the appraised amount of \$925,000; and

WHEREAS, the County will have 150 days to inspect the property to confirm the property is suitable for the training facility; and

WHEREAS, acquiring this property will allow the sheriff's office to design, construct, and operate a new training facility that is specifically designed for law enforcement employees; and,

WHEREAS, the proposed property is currently surrounded by a privately-owned firing range to the north, Interstate 95 to the east, and undeveloped property under a conservation easement to the west. This property is highly conducive for the proposed use as a new training facility, which will include, through a phased implementation process, a driving track, firing range, instructional classrooms, tactical storage facility, and other training needs; and

WHEREAS, it is in the best interest of the County to acquire this property to improve the health, safety and welfare of the citizens of St. Johns County.

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

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

Section 2. The Board of County Commissioners hereby approves the terms of the Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the original Purchase and Sale Agreement substantially in the form attached, and take all steps necessary to move forward to close this transaction.

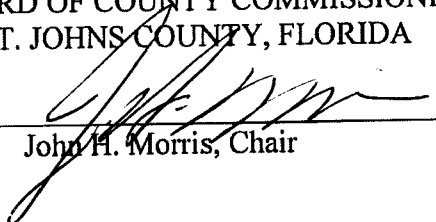
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's Office.

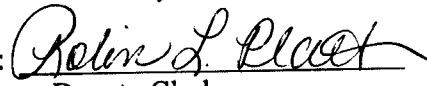
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of June, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____


John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 6/19/2014

EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2014, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **Michael I. Goldberg, Court Appointed Receiver for Worldwide Entertainment, Inc. ("WWE")** in the case styled **SEC vs. WWE, et al., Case No.: 06-20975-CIV-HUCK**, of which **WE Entertainment, LLC**, a Delaware limited liability company, is a wholly owned subsidiary of **WWE ("Seller")**, whose address is, c/o Michael I. Goldberg, Akerman LLP, Las Olas Centre II, Suite 1600, 350 East Las Olas Blvd., Ft. Lauderdale, Florida 33301-2999.

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing the property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 49.2 acres, the property, as described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas clauses are incorporated into the body of this Agreement, and such Whereas clauses are adopted as findings of fact.

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **\$925,000.00**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due the earlier of (i) thirty (30) days after Commission Approval; or (ii) within one hundred fifty (150) days of the date of this Agreement (hereinafter defined)	\$92,500.00
(ii) Cash to Close	Closing Day	\$832,500.00
TOTAL PURCHASE PRICE		\$925,000.00

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

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within thirty (30) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect at Seller's option (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.

3. Identity and Obligation of Escrow Agent.

(a) Action Title Services, 3670 US 1 South, St. Augustine, FL 32086 shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization

is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place by way of either advance delivery of executed documents into escrow at the office of Escrow Agent, or at the offices of the Escrow Agent, Action Title Services, 3670 US 1 South, St. Augustine, FL 32086 on or before one hundred eighty (180) days from the date of this Agreement ("Closing Date").

5. Prorations. Any real property taxes shall be prorated on the basis of the 2014 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that it owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a Receiver's deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to in the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than tenants under leases (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Seller shall pay the cost of the owner's title policy issued pursuant to the Commitment, documentary stamps and property taxes to day of closing. Buyer shall pay the cost of recording the Deed. Seller will be responsible for recording fees for documents related to clearing the title of the Property for closing. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one hundred fifty (150) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the Property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

A. Any tests conducted in connection with the Buyer's inspections shall be conducted so as not to damage the Property. Buyer agrees to repair any damage it causes to the Property and promptly restore the Property to its prior condition. All such entries onto the Property shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Prior to performing any Phase II environmental inspections or soil borings, Buyer shall obtain Seller's written consent.

B. To the extent permissible by law, Buyer hereby indemnifies, defends and holds Seller harmless from and for all loss, liability, cost or expense (including, without limitation, attorneys' fees and costs of court), damages, liens, claims (including, without limitation, mechanics' or materialmen's liens or claims of liens), actions and causes of action arising from Buyer's (or Buyer's authorized agents, consultants, engineers, employees or representatives) entering upon the Property and performing inspections of the Property. Nothing contained in this Agreement shall be construed or interpreted as a waiver by the Buyer of sovereign immunity as provided in section 768.28, Florida Statutes.

C. Buyer agrees at all times during the entries onto the Property that Buyer or its agents will procure and maintain in effect comprehensive general liability insurance (including contractual liability, contractor's protective liability, personal injury and property damage coverage) of at least \$1,000,000.00 in force per occurrence with a \$2,000,000.00 aggregate limit, and shall provide Seller with evidence of such insurance coverage prior to any entry onto the Property. Buyer shall have Seller added as an additional insured on all such policies and shall provide certificates to Seller evidencing same prior to any Buyer inspections pursuant to this paragraph. This paragraph shall survive Closing or the termination of this Agreement, as applicable.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option either may terminate this Agreement and receive the refund of the Deposit, or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Deleted prior to execution.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. Deleted prior to execution.

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

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, or by electronic transmission, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: **Michael I. Goldberg, Court Appointed Receiver for
Worldwide Entertainment, Inc.**
c/o Michael I. Goldberg, Esq.
Akerman LLP
Las Olas Centre II, Suite 1600
350 East Las Olas Blvd., Ft. Lauderdale, FL 33301-2999
Email: michael.goldberg@akerman.com

with a copy
to: Akerman LLP
Las Olas Centre II, Suite 1600
350 East Las Olas Blvd., Ft. Lauderdale, FL 33301-2999
Attn: Andrew Wamsley, Esq.
Email: andrew.wamsley@akerman.com

Buyer: **St. Johns County, Florida, a political subdivision
Of the State of Florida**
500 San Sebastian View
St. Augustine, Florida 32084
Email: _____

Escrow Agent: **Action Title Services**
3670 US 1 South
St. Augustine, Florida 32086
Email: _____

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. There is no broker involved in this transaction. Seller shall and does hereby indemnify and hold Purchaser harmless from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees actually incurred and costs of litigation, Purchaser shall ever suffer or incur because of any claim by any agent, salesman, or broker, whether or not meritorious, for any fee, commission or other compensation with regard to this Agreement or the sale and purchase of the Property contemplated hereby, and arising out of any acts or agreements of Seller, including any claim asserted by the any broker in connection with the sale of the Property. Likewise, Purchaser shall and does hereby indemnify and hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees actually incurred and costs of litigation, Seller shall ever suffer or incur because of any claim by any agent, salesman, or broker (other than the brokers to be paid by Seller), whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or the sale and purchase of the Property contemplated hereby and arising out of the acts or agreements of Purchaser. This Section 23 shall survive the Closing.

24. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer (the "Resolution"). In the event the Resolution is not adopted by June 30, 2014, then either Buyer or Seller shall have the right to cancel this Agreement by the delivery of written notice thereof to the other, whereupon this Agreement shall be deemed terminated and, notwithstanding any other provision in this Agreement to the contrary, the Escrow Deposit shall be returned to Buyer and the parties shall be thereafter relieved of any and all further obligations each to the other hereunder, except as otherwise expressly provided herein.

25. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. (Section 404.056(5), F.S.)

27. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County and the Seller together without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

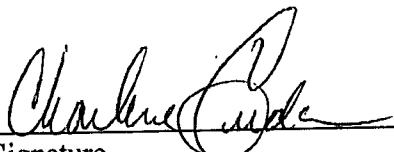
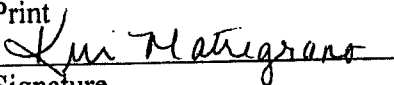
28. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

29. Court Approval. This Agreement and the Closing are subject to the approval by the Court ("**Approval**") in that certain action entitled **SEC vs. WWE, et al., Case No.: 06-20975-CIV-HUCK** (the "**Court Order**"). In the event the Approval is not received within one hundred fifty (150) days after a request for the Approval is submitted to the Court by Seller (regardless of whether the Court Order has been issued at that time), then either Buyer or Seller shall have the right to cancel this Agreement by the delivery of written notice thereof to the other, whereupon this Agreement shall be deemed terminated and, notwithstanding any other provision in this Agreement to the contrary, the Escrow Deposit shall be returned to Buyer and the parties shall be thereafter relieved of any and all further obligations each to the other hereunder, except as otherwise expressly provided herein. Seller shall not be liable or in default of this Agreement if Seller requests the Court Order and this Agreement or the sale is not approved by the Court. Seller shall submit this Agreement for approval by the Court within thirty (30) business days after the Effective Date. A draft of the proposed Court Order shall be forwarded to Buyer for review and comment by the Buyer's legal counsel and the title insurer prior to the Closing Date.

(Signatures on following page)

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

WITNESSES:

 5/22/14
 Signature Date
 CHARLENE CERDA
 Print
 5/22/14
 Signature Date
 KIM Matregrano
 Print

WITNESSES:

_____ Date
 Signature

 Print
 _____ Date
 Signature

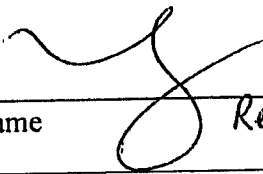
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ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

SELLER:

MICHAEL I. GOLDBERG, COURT APPOINTED RECEIVER FOR WORLDWIDE ENTERTAINMENT, INC.

 5/22/14
 Name Receiver Date
 _____ Date
 Name

BUYER:

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

By: _____ Date
Michael D. Wanchick
County Administrator

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

ESCROW AGENT

By: Action Title Services

Name: _____

Title: _____

Date: _____

"Exhibit A"

Parcel A:

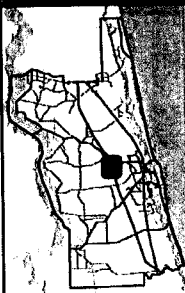
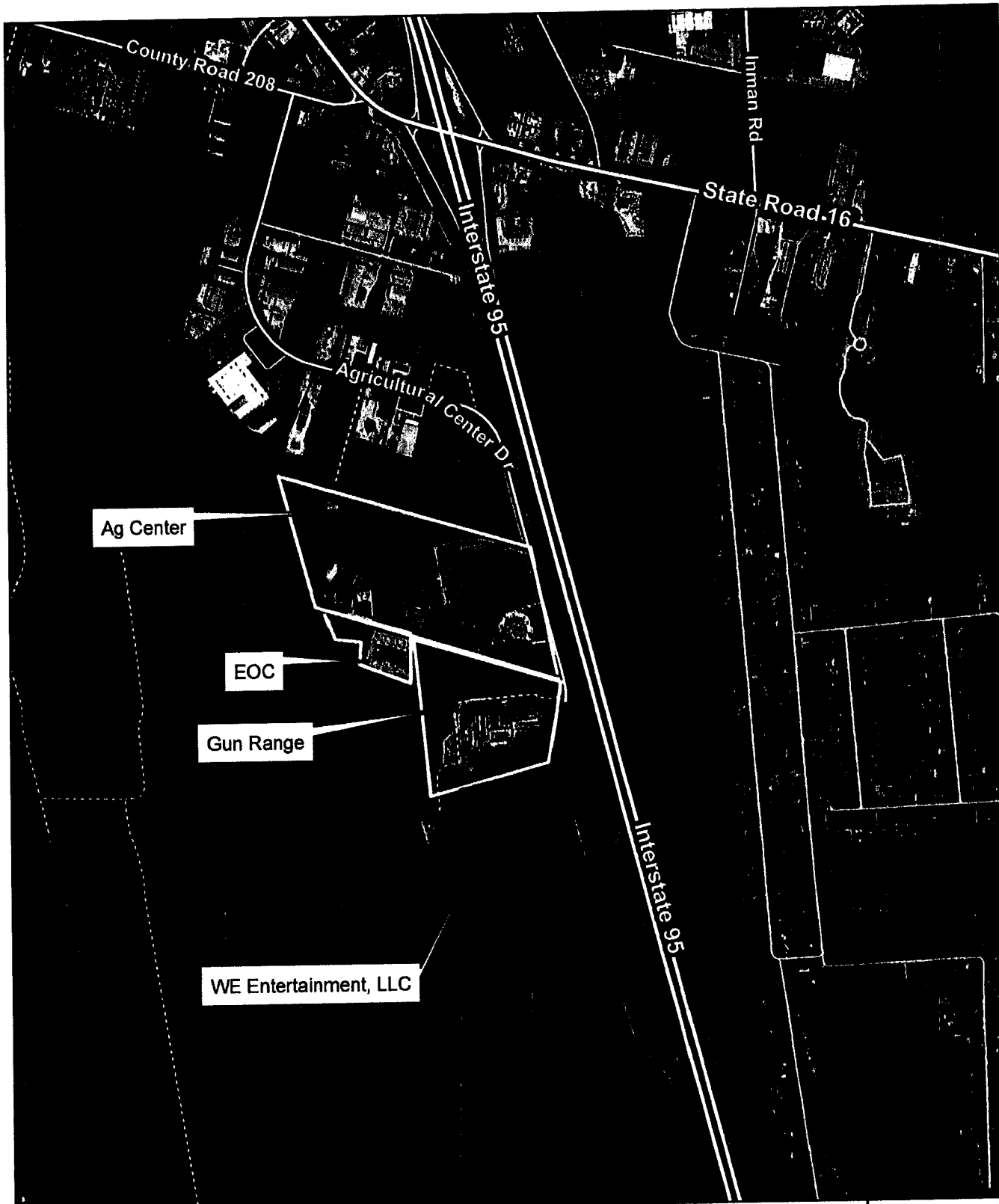
A parcel of land in Section 17, Township 7 South, Range 29 East, St. Johns County, Florida, being more fully described as follows:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF INTERSTATE HIGHWAY 95 (STATION 8240-37.94 CENTERLINE SURVEY I-95) WITH THE CENTERLINE OF STATE ROAD NO. 16, SAID POINT BEARING SOUTH 41 DEGREES 32 MINUTES 30 SECONDS WEST 139.35 FEET FROM THE NORTHEAST CORNER OF SECTION 7 OF SAID TOWNSHIP AND RANGE AS ESTABLISHED BY SURVEY OF D.D. MOODY; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST ON SAID CENTERLINE OF INTERSTATE HIGHWAY 95, A DISTANCE OF 5,182.60 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES 40 SECONDS WEST 150.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY 95; THENCE NORTH 73 DEGREES 56 MINUTES 00 SECONDS WEST 127.87 FEET TO THE END OF THE CENTERLINE OF AGRICULTURAL CENTER DRIVE AND TO THE POINT OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, WITH RADIUS OF 686.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 47 SECONDS AN ARC DISTANCE OF 365.02 FEET (CHORD BEARING SOUTH 00 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 360.74 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 45 DEGREES 51 MINUTES 27 SECONDS WEST 100.00 FEET TO A POINT OF A CURVE TO THE LEFT, CONCAVE EASTERLY, WITH RADIUS OF 686.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 47 SECONDS AN ARC DISTANCE OF 365.02 FEET (CHORD BEARING SOUTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 360.74 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST 8.34 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES 40 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST, PARALLEL WITH AND 400.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY 95, A DISTANCE OF 2,450.88 FEET TO THE POINT OF A CURVE TO THE LEFT, CONCAVE EASTERLY, WITH RADIUS OF 736.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEGREES 35 MINUTES 05 SECONDS AN ARC DISTANCE OF 316.20 FEET (CHORD BEARING SOUTH 26 DEGREES 52 MINUTES 52 SECONDS EAST, A DISTANCE OF 313.78 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST 559.60 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 10 SECONDS WEST 584.03 FEET; THENCE NORTH 09 DEGREES 07 MINUTES 34 SECONDS EAST 206.63 FEET; THENCE NORTH 22 DEGREES 57 MINUTES 40 SECONDS WEST 138.95 FEET; THENCE NORTH 86 DEGREES 33 MINUTES 21 SECONDS WEST 263.55 FEET; THENCE NORTH 16 DEGREES 01 MINUTE 56 SECONDS WEST 358.61 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 29 SECONDS EAST 383.82 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 48 SECONDS WEST 381.42 FEET TO THE WEST LINE OF SAID SECTION 17; THENCE NORTH 00 DEGREES 12 MINUTES 05 SECONDS EAST, ON SAID WEST LINE, 761.12 FEET TO THE SOUTHERLY LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 874, PAGE 1140; THENCE NORTH 76 DEGREES 24 MINUTES 40 SECONDS EAST, ON SAID SOUTHERLY LINE, 902.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING IN SECTIONS 8 AND 17, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF INTERSTATE HIGHWAY 95 (STATION 8240-37.94 CENTERLINE SURVEY I-95) WITH THE CENTERLINE OF STATE ROAD NO. 16, SAID POINT BEARING SOUTH 41 DEGREES 32 MINUTES 30 SECONDS WEST 139.35 FEET FROM THE NORTHEAST CORNER OF SECTION 7 OF SAID TOWNSHIP AND RANGE AS ESTABLISHED BY SURVEY OF D.D. MOODY; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST ON SAID CENTERLINE OF INTERSTATE HIGHWAY 95, A DISTANCE OF 5,152.60 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES 40 SECONDS WEST 150.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY 95; THENCE NORTH 73 DEGREES 56 MINUTES 00 SECONDS WEST 59.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, WITH RADIUS OF 756.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27 DEGREES 21 MINUTES 13 SECONDS AN ARC DISTANCE OF 361.36 FEET (CHORD BEARING SOUTH 02 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 357.94 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 15 DEGREES 51 MINUTES 27 SECONDS WEST 100.00 FEET TO A POINT OF A CURVE TO THE LEFT, CONCAVE EASTERLY, WITH RADIUS OF 616.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 47 SECONDS AN ARC DISTANCE OF 327.82 FEET (CHORD BEARING SOUTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 323.98 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST 8.34 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES 40 SECONDS WEST 20.00 FEET; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST, PARALLEL WITH AND 300.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY 95, A DISTANCE OF 2,450.88 FEET TO THE POINT OF A CURVE TO THE LEFT, CONCAVE EASTERLY, WITH RADIUS OF 636.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10 DEGREES 36 MINUTES 00 SECONDS AN ARC DISTANCE OF 117.83 FEET (CHORD BEARING SOUTH 19 DEGREES 53 MINUTES 20 SECONDS EAST, A DISTANCE OF 117.67 FEET) TO A POINT OF A NON-TANGENT LINE; THENCE SOUTH 88 DEGREES 25 MINUTES 20 SECONDS EAST 230.11 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 40 SECONDS WEST 111.98 FEET TO A POINT OF CURVE TO THE RIGHT, CONCAVE NORTHERLY, WITH RADIUS OF 125.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 139 DEGREES 32 MINUTES 02 SECONDS AN ARC DISTANCE OF 304.42 FEET (CHORD BEARING SOUTH 71 DEGREES 03 MINUTES 35 SECONDS WEST, A DISTANCE OF 234.57 FEET) TO A POINT OF COMPOUND CURVE; THENCE ON A CURVE TO THE RIGHT, CONCAVE EASTERLY, WITH RADIUS OF 736.92 FEET; THENCE NORTHERLY ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24 DEGREES 35 MINUTES 05 SECONDS AN ARC DISTANCE OF 316.20 FEET (CHORD BEARING NORTH 26 DEGREES 52 MINUTES 52 SECONDS WEST, A DISTANCE OF 313.78 FEET) TO A POINT OF TANGENCY; THENCE NORTH 14 DEGREES 35 MINUTES 20 SECONDS WEST, PARALLEL WITH AND 400.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY 95, A DISTANCE OF 2,450.88 FEET; THENCE NORTH 76 DEGREES 24 MINUTES 40 SECONDS EAST, ON THE SOUTH LINE OF OFFICIAL RECORDS BOOK 874, PAGE 1140, PUBLIC RECORDS OF SAID COUNTY, 20.93 FEET; THENCE NORTH 14 DEGREES 35 MINUTES 20 SECONDS WEST, ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 874, PAGE 1140, 10.35 FEET TO THE POINT OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, WITH RADIUS OF 716.92 FEET; THENCE NORTHERLY ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 47 SECONDS AN ARC DISTANCE OF 380.97 FEET (CHORD BEARING NORTH 00 DEGREES 38 MINUTES 03 SECONDS EAST, A DISTANCE OF 376.50 FEET) TO A POINT OF TANGENCY; THENCE NORTH 15 DEGREES 51 MINUTES 27 SECONDS EAST 100.00 FEET TO THE POINT OF A CURVE TO THE LEFT, CONCAVE WESTERLY, WITH RADIUS OF 656.92 FEET; THENCE SOUTHERLY ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 47 SECONDS AN ARC DISTANCE OF 349.08 FEET (CHORD BEARING NORTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 344.99 FEET) TO A POINT OF TANGENCY; THENCE NORTH 14 DEGREES 35 MINUTES 20 SECONDS WEST 15.58 FEET TO THE

Southerly end of Agricultural Center Drive; Thence on said Southerly end of Agricultural Center Drive, South 73 Degrees 56 Minutes 00 Seconds East 113.89 feet to the Point of Beginning



2013 Aerial Imagery

0 1000

Feet

May 28, 2014

Sheriff Training Facility

49.2 acres

Land Management Systems
Real Estate Division
(904) 209-0762

Disclaimer:

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