

RESOLUTION C

RESOLUTION NO. 96 - 53

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT TO SELL AND PURCHASE THE CASA MONICA.

WHEREAS, the Agreement to Sell and Purchase the Casa Monica property has been negotiated by Hemiscorp, the purchaser and the Office of the County Administrator in substantially the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The Board authorizes the County Administrator to execute the Agreement to Sell and Purchase in substantially the form attached hereto as Exhibit A, incorporated by reference and made a part hereof.

Section 2. Upon proper compliance with all the terms of said Agreement to Sell and Purchase, the County Administrator is authorized to execute a County Deed to transfer the real property described in the Agreement to the purchaser.

Section 3. Upon execution the Clerk is directed to record said County Deed in the official records of St. Johns County, Florida and file said Agreement and Title Insurance documents.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 26th day of March, 1996.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: Ronald Jordan  
Its Chairman - Donald Jordan

ATTEST: Carl "Bud" Markel, Clerk

BY: Rosemary Lewis  
Deputy Clerk

AGREEMENT TO SELL AND PURCHASE

This Agreement to Sell and Purchase ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1996 (date of completion of full execution Agreement) by and between the Board of County Commissioners, St. Johns County, a political subdivision of the state of Florida ("Seller" or "County") and HEMISCORP, a Florida Corporation ("Purchaser" or "Assignee").

ARTICLE I  
DEFINED TERMS

1.1 Defined Terms. As used herein, the following terms shall have the meanings respectively indicated:

(a) "Closing" and "Close" mean the consummation of the purchase of the Property by Purchaser from Seller in accordance with the terms and provisions of Article VII hereof.

(b) "Closing Date" means the date specified in section 7.1 hereof on which the closing will be held.

(c) "Property" means the real estate situated in the City of St. Augustine, St. Johns County, Florida, described on Exhibit A attached hereto and incorporated herein by reference for all purposes, together, with all and singular the improvements thereon and the rights and appurtenances pertaining thereto, including, without limitation, an right, title, and interest of seller in and to any and all adjacent streets, roads, alleys, easements or rights-of-way and all minerals, oil and gas if owned by Seller.

(d) "Title Company" means North Florida Title Company of St. Augustine, Florida.

(e) "Title Underwriter" means America Pioneer Title Insurance Company.

(f) "Escrow Agent" means North Florida Title Company.

ARTICLE II  
AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale. For the consideration hereinafter set forth, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to purchase and to pay for the Property, upon and subject to the terms, provisions, covenants and conditions herein contained.

2.2 Acceptance of Agreement. The Purchaser must execute and deliver this Agreement to Seller and deposit Earnest Money as provided in Section 3.1 for it to act as an offer to purchase the Property. The County must then accept such offer within fifteen (15) days of such delivery and execute this agreement or the offer becomes null and void and all Earnest Money and interest therein shall be returned to the Purchaser.

### ARTICLE III EARNEST MONEY

3.1 Earnest Money. Purchaser has delivered to Escrow Agent a check payable to the order of the Escrow Agent in the amount of Eighty-Nine Thousand nine hundred and fifty dollars (\$89,950) as "Earnest Money". The Earnest Money check shall be held by Escrow Agent for the mutual benefit of the parties.

3.2 Upon Purchaser submission of an Earnest Money deposit to the County, an escrow shall be opened at the offices of the Escrow Agent, into which said Earnest Money check shall be deposited. If the County does not accept the Purchaser's offer as provided in Section 2.2 and the Earnest Money and interest are returned to Purchaser, fees due to the Escrow Agent will be paid in equal shares by the Purchaser and the County.

3.3 Upon delivery of the Earnest Money check and a copy of the offered Agreement to the Escrow Agent, and acceptance of such check and Agreement by Escrow Agent, the escrow shall be deemed to be "open". The Escrow Agent shall give written notification to each of the parties of such opening and the date thereof. By its acceptance, the Escrow Agent agrees to promptly deposit the Earnest Money check into an interest bearing account, to act as Escrow Agent and to perform its duties in accordance with the provisions hereof, together with the provisions of the customary supplemental instructions of the Escrow Agent, and such other joint written instructions hereafter delivered, executed by the parties. In the event of any conflict between the provisions of the supplemental instructions and the text of this Agreement, then the provisions of this Agreement shall control

3.4 Disbursement of Earnest Money. The Earnest Money and interest earned thereon shall be applied or disbursed as follows after acceptance and execution by both parties of this agreement:

(a) If Seller fails or refuses to perform its obligation to Close hereunder without valid justification under this agreement, then the Earnest Money and all interest earned thereon shall be returned to Purchaser but acceptance thereof shall not prejudice any claim any party may have under this Agreement.

(b) If this Agreement is rightfully terminated as allowed by specific provisions of this agreement, by either Seller, Purchaser or both, then the Earnest Money and all interest thereon shall be paid to the Purchaser.

(c) If Purchaser wrongfully fails or refuses to perform its obligation to close hereunder, the Earnest Money and all interest earned thereon shall be paid to Seller and other rights of either party under this Agreement shall terminate.

(d) If this transaction Closes, the Earnest Money shall be applied to the Purchase Price at the time of closing and all interest earned on the Earnest Money shall be credited to Purchaser and applied to the Purchase Price.

#### ARTICLE IV PURCHASE PRICE

4.1 Purchase Price. The Purchase Price (herein so called) to be paid by Purchaser to Seller at the Closing shall be \_\_\_\_\_.

4.2 Payment of the Purchase Price. The Purchase Price shall be payable by Purchaser to Seller as follows: (a) \$89,950 consisting of the Earnest Money, payable as hereinbefore set forth. (b) The balance in cash at the Closing by wire transfer of funds to a bank account to be designated by Seller, so as to constitute funds immediately available to Seller on the closing date.

#### ARTICLE V TITLE BINDER AND SURVEY

5.1 Title Binder. Purchaser at Purchasers expense shall cause to be issued within thirty (30) days from the opening of escrow, a Commitment for Title Insurance (hereinafter called the "Title Binder") issued by the Title Company on behalf of the Title Underwriter, showing good and marketable title to the Property, and committing to issue an owner's title insurance policy (current ALTA Form) to Purchaser subject only to the standard printed exceptions, other matters listed in Section 7.2.(a).i, and Permitted Exceptions. Purchaser shall cause such title Binder to be renewed as necessary to allow for Title Insurance issuance in accordance with Section 7.3.

5.2 Survey. Purchaser shall deliver or cause to be delivered to Title Company, a current (dated within 90 days of the Closing Date) survey (hereinafter called "Survey") of the Property made and certified by a licensed surveyor acceptable to the Title Company and upon which a Title Company may rely in amending or eliminating the survey exceptions in its title insurance policy.

5.3 Examination. In the event that any exceptions appear in the Title Binder other than: (a) matters which do not materially affect the use or diminish the value of the property, or (b) the standard printed exceptions, matters listed in Section 7.2.(a)i and other permitted exceptions; or in the event that the Survey reveals any state of facts constituting exceptions to or deficiencies in title, Purchaser shall, within ten (10) days after the receipt of the last of the Title Binder and Survey notify Seller in writing of its objection to any such exception, deficiency or matter and Seller shall have until the earlier of twenty (20) days after the receipt of written notice from Purchaser or the Closing Date

the earlier of twenty (20) days after the receipt of written notice from Purchaser or the Closing Date within which it may, at its sole election: (i) remedy or remove such exception, deficiency or matter or (ii) obtain for Purchaser a Title Binder and/or survey without such exception, (iii) decline to take any such action or (iv) terminate this Agreement without further liability or obligation, provided further however, that if Seller declines to take any action or elects to terminate this Agreement then Purchaser shall have the right to likewise terminate the Agreement or waive all of said exceptions, deficiencies and matters not remedied or removed by Seller and purchase the Property subject to the same. Any exception, deficiency or matter appearing in the Title Binder (other than the standard printed exceptions) or revealed in the Survey that are not objected to by Purchaser in writing as provided above, or that are waived by Purchaser as provided above, shall be considered "Permitted Exceptions".

## ARTICLE VI REPRESENTATIONS

6.1 Seller's Representations. Seller represents to Purchaser that Seller is a political subdivision in the State of Florida and legally existing under the laws of the State and is duly qualified to do business in the State of Florida; that the execution and delivery by Seller of, and Seller's performance under, this Agreement are within Seller's powers and that this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms subject to laws applicable generally to creditor's rights; and that performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller might be bound except as herein stated. Such representations shall be deemed also made by Seller to Purchaser as of the closing Date and Purchaser's obligation to Close hereunder shall be conditional under such representations being true and correct on the Closing Date. Particularly, Seller represents:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers, other than Seller with the exception of the month to month lessees as listed in the attached Exhibit "C," which is hereby incorporated herein by reference, and with exception of possible licenses to access adjoining real property across the Property which is the subject of this Agreement. Purchaser hereby agrees to take title to the Property subject to any rights of lessees listed in Exhibit C. In regards to any license rights to access adjoining property across the Property that is subject to this agreement (1) the County will clear and nullify the license rights of any known person to access real property adjoining across the Property that is the subject of this Agreement and provide reasonable evidence of such to the Purchaser within ninety (90) days of the date of this Agreement; or (2) at the Purchaser's option, Purchaser may agree in writing within said ninety (90) day period, to take the Property as is and subject to any such licenses or Purchaser may terminate this Agreement by written notice to the Seller within said ninety (90) day period. If the Purchaser has not received reasonable evidence of such clearing and nullifying of any such known license and takes no action to terminate this Agreement in the ninety (90) day period, it shall be

deemed that the Property is and shall be accepted as is and subject to any such licenses. Such termination shall be without fault of either party and Earnest Money shall be distributed in accordance with Section 3.4.(b) without any other remaining claim by either party against the other based on this Agreement. Upon such termination of this Agreement, any Escrow Agent fees will be paid by the County.

(b) There is no pending or, to the knowledge of Seller, any threatened special assessment affecting the Property, or any part thereof, nor to the knowledge of Seller is any such assessment contemplated by any city, or other governmental authority.

(c) Seller has received no actual notice that the location, construction, occupancy, operation or use of the Property (including the buildings, improvements, fixtures and equipment located thereon) violates any restrictive covenant or deed restriction (deeded or otherwise) affecting the Property.

(d) Seller offers the Property for sale to Purchaser in "as is" condition subject only to specific exceptions that may be stated in this Agreement.

6.2 Purchaser's Representations. Purchaser is duly incorporated and legally existing under the laws of the State of its incorporation and is duly qualified to do business in the State of Florida. The execution and delivery of, and Purchaser's performance under, this Agreement are within Purchaser's powers and have been duly authorized by all requisite corporate action. This Agreement constitutes the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, subject to laws applicable generally to creditor's rights. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Purchaser is a party or by which Purchaser might be bound. Such representations shall be deemed also made by Seller to Purchaser as of the closing Date and Purchaser's obligation to Close hereunder shall be conditional under such representations being true and correct on the Closing Date.

(a) Furthermore, Purchaser agrees to accept the Property at closing in "as is" physical and legal condition, subject under to other specific provisions of this Agreement.

## ARTICLE VII CLOSING

7.1 Date and Place of Closing. The Closing of the purchase and sale of the Property shall occur no later than 120 days after full execution of this Agreement, herein at the offices of the Title Company. However, such date may be delayed by the Seller for up to three (3) months without any liability or loss under this Contract, if Seller after circumstances beyond its control (including, but not limited to natural causes) has not been able to relocate the offices of County employees on the Property as of one month before the last day allowed for closing by this Agreement.

7.2 Events to Occur at Closing. At the closing the following shall occur:

(a) Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

(i) A County Deed ("Deed") to the Property, prepared in accordance with Section 125.421, Florida Statutes, 1993 and substantially in the form attached hereto as Exhibit B and incorporated herein by reference, subject only to the Permitted Exceptions and the following exceptions which shall appear in the Deed;

a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;

b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;

c. Federal, State, local government (County and city), development, construction, zoning, and building laws or ordinances, rules, regulations and resolutions;

d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;

e. All acts of the Purchaser occurring prior to, or subsequent to, the date of this instrument;

f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;

g. Easements and rights of way of record; and

h. Occupancy rights of lessees listed in Exhibit "C" of this agreement.

i. Covenants running with the land ( i.e. Property) pursuant to Article XIII.

(ii) Reasonable evidence satisfactory to Purchaser that the Seller has authority to execute and deliver the Deed and that the person executing the Deed on behalf of Seller has full right, power and authority to do so.

(iii) A Sellers affidavit in the form and substance reasonably required by

the Title Company to the effect that no labor, services or material has been made or furnished to the Seller, the Property, or any of it, by any person or entity, including, without limitation, contractors, subcontractors, mechanics or materialmen, which could give rise to any lien as provided under the laws of the State of Florida. Seller shall furnish such other affidavits in the form and substance reasonably required by the title company to enable the Title Company to remove or limit the standard exceptions from the title policy insuring the Property and otherwise to issue the title policy.

(iv) Seller's copies of all the available and existing building plans and specifications for improvements constructed on the Property showing improvements in their "as built" condition.

(b) Purchaser, at Purchaser's sole cost and expense shall deliver or cause to be delivered to Seller the following:

(i) The wire transfer of the balance of the Purchase Price.

7.3 Title Insurance. Promptly following the Closing, Purchaser will cause the Title Company to deliver to Purchaser an insurance policy (current ALTA Form) issued by the Title Company on behalf of the Title Underwriter in the amount of the Purchase Price and insuring good and marketable title to the Property in the name of the Purchaser, subject to no exceptions other than the Permitted Exceptions, those matters listed in Section 7.2.(a).i and the standard printed exceptions.

7.4 Seller's Closing Expenses. Seller's closing expenses shall include attorney's fees incurred by Seller in connection with this Agreement and the herein contemplated transaction, including, without limitation, any attorney's fees incurred in connection with preparing, reviewing or revising the documents described in this Article VII.

7.5 Purchaser's Closing Expenses. Purchaser's closing expenses shall include attorney's fees incurred by Purchaser in connection with this agreement and the herein contemplated transaction, including without limitation, any attorney's fees incurred by Title Company in recording any of the documents described in this Article VII; the amount of any documentary stamp or transfer tax imposed upon this transaction; Title Binder and Title Policy fees; the Survey referred to in Section 5.2 hereof and any other expenses herein expressly stipulated to be paid by Purchaser.

7.6 Prorations. Water and other utility charges, fuels, real estate taxes if any, lessee rent payments, and other similar items shall be adjusted ratably as of the Closing Date. If the amount of the current real estate taxes is not then ascertainable, the adjustment thereof, except for that amount which may accrue by reason of new or additional improvements, recently voted millage or changes in valuation, shall be on the basis of the amount of the most recent ascertainable taxes. Seller shall pay all special assessments or installments of special assessments (if payable by the installment method) legally owed and due on or prior to the Closing Date. Special assessments or installments of special assessments (if payable by the installment method) for the year in which the Closing occurs

which are not yet due and payable on the Closing Date shall be prorated to the Closing Date and assumed by Purchaser.

7.7 Escrow Fees. The escrow fees of the Title Company, if any, shall be divided equally between Seller and Purchaser except as may otherwise be provided in this agreement.

#### ARTICLE VIII POSSESSION

8.1 Possession. Seller shall deliver exclusive possession of the Property to Purchaser on the Closing Date except for possession of those portions of the property then possessed by lessees described in Exhibit "C" hereto.

#### ARTICLE IX IMPROVEMENTS, DAMAGE, DESTRUCTION, CONDEMNATION

9.1 Improvements. This sale shall include all buildings and other improvements presently located upon the Property and all fixtures thereto, except for the equipment, other personal property and trade fixtures to be removed by Seller pursuant to Section 9.2 below.

9.2 Seller's Fixtures and Equipment. (a) Seller may remove all trade fixtures, equipment and other personal property prior to closing and may at its discretion, remove any wiring, plumbing or appendages to said trade fixtures, personal property or equipment.

(b) Seller at its expense shall repair any material damage done by the removal of its trade fixtures, personal property and equipment.

9.3 Damage or Destruction of Property. Risk of loss to the Property shall remain with the Seller until closing, but if the Property or any portion thereof is damaged or destroyed by fire or other casualty or act of God prior to the closing, Seller and Purchaser shall have the following rights and obligations.

(a) If such damage or destruction is less than or equal to \$50,000 in value, Seller shall be obligated at its option either to repair the Property so as to restore it to the condition existing prior to such damage or destruction, or credit said amount to Purchaser.

(b) If such damage or destruction is more than \$50,000 in value, Seller and Purchaser shall both have the independent right to terminate this Agreement without liability to the other party. In the event the Agreement is so terminated, Purchaser shall then be refunded the Earnest Money plus accrued interest thereon through the date of termination.

Should the Seller undertake an obligation to repair the Property according to this Section 9.3 thereof, the Closing shall be extended if necessary, by a reasonable period of time equal to that period of time measured from the date of such damage or destruction until the Property is fully and completely restored to the condition existing prior to such damage or destruction.

9.4 Condemnation. Seller shall notify purchaser within ten (10) days if the Property, or any portion thereof, shall be taken or threatened to be taken through the exercise of power of eminent domain. Upon receiving such notice, Purchaser shall have the right to terminate this Agreement and all liability thereunder, and have the Earnest Money plus accrued interest refunded. If Purchaser should elect to terminate this Agreement, all of the proceeds of the taking shall become the property of the Seller. If Purchaser, after receipt of such notice, nevertheless, agrees to consummate the purchase and sale contemplated hereunder and such sale is consummated, the proceeds of taking shall belong to Purchaser.

## ARTICLE X INSPECTION AND ENVIRONMENTAL MATTERS

10.1 Inspection. Purchaser and Seller (each at its own expense) shall have the right for sixty (60) days from the date of this Agreement to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests including environmental testing or assessment. If Purchaser has material objections with regard to information received from such inspection, surveys, studies or assessment tests it shall specify the items it objects to no later than seventy five (75) days from the date of this Agreement and Seller shall respond to Purchaser's objections within ninety (90) days from the date of this Agreement and, either provide a proposed remedy and an estimated time frame for the completion of said remedy or give notice that it declines to correct any conditions objected by Purchaser. Purchaser shall then have ten (10) business days from the receipt of Seller's response to review Seller's response and give its notice either: (1) approving said response and waiving all objections to and accepting the Property as is except for completion of the proposed remedies, or (2) disapproving said response and terminating this Agreement. Purchaser's failure to so approve or disapprove shall constitute an approval by Purchaser of the Seller's response and proposed remedies, if any, a waiver of any objections same to such, and an acceptance of the Property as is except for the performance of any proposed remedies.

a. Purchaser shall promptly repair or replace any damage or injury to the Property or the fixtures or improvements thereon, caused by any such inspections, surveys, tests or studies, including environmental testing or assessment as Purchaser may require. Purchaser shall indemnify, defend and hold Seller and its agents, employees and Property free and harmless from any cost, expense (including reasonable attorneys fees), claim, cause of action, liability or charge incurred, occasioned by or related, directly or indirectly, to the right of access herein granted or to the activities of Purchaser, its agents, contractors or employees while upon the Property.

b. Purchaser agrees to do no act which would encumber title to the Property prior to closing.

ARTICLE XI  
CONDITION AND USE DISCLOSURES, DISCLAIMERS, AND INDEMNIFICATIONS

11.1 Prior Use and Environmental Issues. Seller and Purchaser acknowledge and agree that the Property has been historically used for government offices, private retail sales, food service space and ancillary services. Purchaser will accept the Property in "as is" condition, except as specifically provided for in this Agreement.

11.2 Seller makes no representations or warranties, expressed or implied, with respect to the environmental conditions of the Property and the surrounding Property (including, without limitation, all facilities, improvement, structures and equipment thereon and soil and groundwater thereunder), compliance with any federal, state or local environmental, health or safety statute, laws or regulations, and no indemnifications, expressed or implied, for any costs or liabilities arising out of or related to the presence, discharge, migration or release of a hazardous or toxic waste, substance or constituent, or any other substance on, in or from the Property.

11.3 Purchaser specifically acknowledges that there are Asbestos Containing Materials (ACM) on the Property and assumes all responsibility and liability for such materials based on the existence of said ACM after the date of Closing. It shall be the Purchaser's responsibility to remove or otherwise take action in regards to ACM on the Property. Seller shall have no responsibility to remove or take other action in regard to ACM before or after Closing.

11.4 The Seller hereby discloses that the present zoning district classification of the Property may not permit hotel and related uses and may require amendment by the Purchaser for compliance with this agreement.

11.5 SELLER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE CONDITION OR CHARACTER OF THE PROPERTY, THE MERCHANTABILITY THEREOF OR THE FITNESS OR SUITABILITY THEREOF FOR ANY USE OR PURPOSE. Except as set forth herein or called for herein or called for in any of the instruments attached as exhibits hereto, Seller makes no warranties or representations of any kind or character, express, or implied, with respect to the Property, its physical condition, available or legally allowable use, or income to be derived therefrom or expenses to be incurred with respect thereto, or their obligations or any other matter or thing relating to or affecting the same, and there are no written or oral agreements, warranties, or representations collateral to or affecting the Property except as may otherwise be expressly set forth herein. Purchaser acknowledges that a portion of the Property described may be currently listed on the National Registry of Historic Places or Buildings in accordance with applicable federal and state laws, rules and regulations. Furthermore, it is recognized the entire Property is or may be located in a Historic Preservation district of the City of

St. Augustine, Florida, and Purchaser agrees that it shall comply with all Federal, State, and local government requirements for construction, development and use of the entire Property particularly as such requirements may limit or control such action in regard to designated historical properties and areas. It is acknowledged that such requirements may limit and control the nature, manner, and degree of renovation of the Property.

11.6 If any Federal, State, local government law, rule, regulation, ordinance or resolution must be enacted or amended to allow the required uses, then Purchaser shall be solely responsible for obtaining such enactment or amendment, and any failure to obtain such enactment or amendment shall not relieve Purchaser of any obligation hereunder nor shall it impose any obligation or liability on the Seller.

ARTICLE XII  
DELEGATION OF AUTHORITY TO SEEK CHANGE  
OF LAND USE DESIGNATION

12.1 The Purchaser is hereby authorized by the Seller to seek redesignation, reclassification, or rezoning of the Property under City of St. Augustine land use codes or regulations as may be necessary to allow use of the Property for hotel and related purposes. The Seller shall reasonably cooperate with Purchaser in such endeavor.

ARTICLE XIII  
COVENANTS

13.1 The Purchaser agrees to comply with and cause its Successors and Assigns to comply with the following requirements which at Closing shall become enforceable as Covenants "running with the land"(i.e. Property) unless such requirements are duly amended by the St. Johns County Board of County Commissioners:

a. The Property shall be fully renovated and operating as a hotel in substantial conformance with the provisions submitted in the Purchasers response to the St. Johns County Request For Proposal for the Casa Monica Property, dated October 7, 1994, within three (3) years of the date of Closing.

b. The Property shall be operated as no other business than as a hotel for a reasonable period, except that providing said hotel is the principal use, miscellaneous retail establishments may also be located therein. No other use shall be permitted unless agreed to by the Board of County Commissioners of St. Johns County, Florida and such use or uses are in accordance with all applicable Federal, State and local government laws, regulations, rules, ordinances and resolutions.

13.2 Documents to effectuate and enforce those Covenants described in Section 13.1 shall be prepared by the Seller and recorded in the public records of St. Johns County, Florida by the Seller prior to Closing.

ARTICLE XIV  
MISCELLANEOUS

14.1 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, 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 as set forth below or as may be designated by notice to the other from time to time.

Seller: Board of County Commissioners  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32095

Purchaser: HEMISCORP  
801 Brickell Avenue  
Suite 210  
Miami, FL 33131

Title Company  
Escrow Agent: North Florida Title Co.  
Attn: Luanne Hickey  
93-A Orange Street  
St. Augustine, FL 32084

14.2 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 provided that the executed Addendum to this Agreement is accepted by the parties as an integral part of the Agreement.

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

14.4 Captions. The captions appearing in this Agreement are inserted for convenience only. They shall be ignored in construing this Agreement.

14.5 Governing Law. 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.

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

14.7 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent by Seller.

14.8 Effective Date. This Agreement shall be deemed effective as of the date of completion of full and proper execution of this Agreement by all Parties, and reference to the "date hereof" or "date of this Agreement" shall be construed to refer to such date.

14.9 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby. Otherwise, the acceptance of the Deed by the Purchaser or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.

14.10 Survival or Representations, Warranties and Agreements. The representations, covenants, agreements and indemnities set forth in or made pursuant to this Contract shall remain operative and shall survive the Closing, the disposition of escrowed funds and the execution and delivery of the deeds and other documents conveying title to the Property and shall not be merged therein. Any waiver of a condition by either party shall not operate as a waiver of any other provision of this contract.

#### ARTICLE XV NO COMMISSIONS DUE

15.1 Purchaser hereby represents and warrants to Seller that no finders fee or real estate brokerage commission is payable by Purchaser to any party in connection with the transaction contemplated hereby.

15.2 Seller hereby represents and warrants to Purchaser that no other finders fee or real estate brokerage commission is payable by Seller to any party in connection with the transaction contemplated hereby.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

ATTEST: CLERK OF THE COURT  
ST. JOHNS COUNTY, FLORIDA

"Seller"

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Date of Execution: \_\_\_\_\_  
by St. Johns County

\_\_\_\_\_  
Date of Execution  
by and for HEMISCORP

\_\_\_\_\_  
HEMISCORP, a Florida Corporation  
"Purchaser"

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

(SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1996 by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO AGREEMENT TO SELL AND PURCHASE DATED

Property Description

That Property as recorded in the official records of St. Johns County, Florida beginning at OR 20/590 and OR 84/323. (Copies of said records attached hereto)

SITE DESCRIPTION

That Property as recorded in the official records of St. Johns County, Florida beginning at OR 20/590 and OR 84/323. (Copies of said records attached hereto)

Guthrie Deal

97841

REC 20 PART 580

This instrument, with date 7th day of March, A. D. 1962, between ...

WITNESSETH

That the said grantor, for valid consideration of the sum of two ...

Lot 10 (1) of Block 111, ... describing as the ...

Witness my hand and seal on the day and date first above written ...

This deed is subject to the ...

BOOK OF 331

MAR 20 1962

And provided further, that such fees be paid directly by such State or Agency to the county and be for the prevailing cost charged in San Augustine at such time.

In the event of a violation of these restrictions during said 19 year period after 90 days written notice of grantor of such violation, and grantor's deliberate violation of grantor, grantor may enforce said restrictions by a compelling legal action, and the grantor shall be liable for damages to the grantor (which damages are hereby fixed at \$5000 per day for each day of violation) and said damages are fixed not to be payable but to be the liquidated damages of grantor, plus court costs and reasonable attorney's fees which may be incurred by the grantor in the enforcement of these restrictions or collection of such damages.

Together with grantor's rights in and to existing leases, grantor takes subject to 1962 taxes.

And the said grantor does hereby warrant the title to said land, and

will defend the same against the lawful claims of all persons whomsoever.

In witness whereof, the said grantor has caused this instrument to be executed in its name by its Vice President and caused its Corporate Seal attested by its Assistant Secretary to be hereto affixed the day and year first above written.

Signed and sealed in our Presence:

*[Signature]*  
*[Signature]*

FLORIDA EAST COAST HOTEL COMPANY,  
a Florida corporation,

By *[Signature]*  
Its Vice President

Attest:

*[Signature]*  
Its Assistant Secretary



State of Florida

County of St. Johns

Before me personally appeared *[Name]* and *[Name]* and *[Name]* respectively Vice President and Assistant Secretary of Florida East Coast Hotel Company, a corporation under the laws of the State of Florida, to me well known to all the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their own free act and deed as such officers therunto duly authorized, and that the official seal of said corporation has been hereunto thereto, and the said conveyance is the act and deed of said corporation.



Witness my hand and official seal this 20 day of March, 1962, at St. Augustine, County and State aforesaid.

*[Signature]*  
Notary Public, State of Florida at Large.  
My Commission Expires *[Date]*



11.65 feet to a point in the South line of said Webb property, which point is 83 feet from the West property line of Cordova Street, thence South 70 degrees 40 minutes West along the South side of said Webb property, 83 feet to the said iron pipe on the West property line of Cordova Street, being the point of beginning of said easement and right-of-way, all of said lands constituting a portion of Block 16 according to the official map of the City of St. Augustine, Florida, dated June 12, 1933.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1965.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

In the presence of  
*James B. Cook*  
*Richard L. Pilgrim*

*Richard L. Pilgrim* (SEAL)  
Richard L. Pilgrim

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **RUTH L. PILGRIM**, a widow, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal this 25<sup>th</sup> day of March, 1966.

*William H. Hancock*



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

MAR 25 3 48 PM '66

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 12, 1970

*James B. Cook*  
JAMES B. COOK  
Notary Public

EXHIBIT B

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida, 32095, Grantor, to

whose address is \_\_\_\_\_  
St. Augustine FL 320\_\_\_, Grantees: (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, and releases forever unto said Grantees, all that certain land situate, lying and being in the County of St. Johns, State of Florida and more particularly described on Exhibit "A" attached hereto and made a part hereof. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has as of the date of conveyance.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Zoning and building laws or ordinances;
- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;
- e. All acts of the Purchaser occurring prior to, or subsequent to, the date of this instrument;
- f. All encumbrances, agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record; and

h. Occupancy rights of lessees listed in Section 6.1(a) of this Agreement.

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_ ST. JOHNS COUNTY, FLORIDA

Print Name: \_\_\_\_\_ BY \_\_\_\_\_  
Its Chair

Clerk (or Deputy Clerk) \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_, Chairman, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public in and for the  
County and State of Florida  
Commission expires: \_\_\_\_\_

Seal

EXHIBIT "C" TO AGREEMENT TO SELL AND PURCHASE DATED

Store #3

K. David Brown  
d/b/a Brown's Gallery  
51 King Street  
St. Augustine, FL 32084

\$ 825.72 per month  
\$ 49.54 sales tax  
  
\$ 875.26 TOTAL

Store #4

H. W. Davis, Inc.  
c/o Robert Lichter  
53 King Street  
St. Augustine, FL 32084

\$1,061.02 per month  
\$ 63.66 sales tax  
  
\$1,124.68 TOTAL

Store #9

Associated Security Corp of Amer, Inc.  
c/o Charles Watson  
P.O. Box 1337  
Ponte Vedra Beach, FL 32004

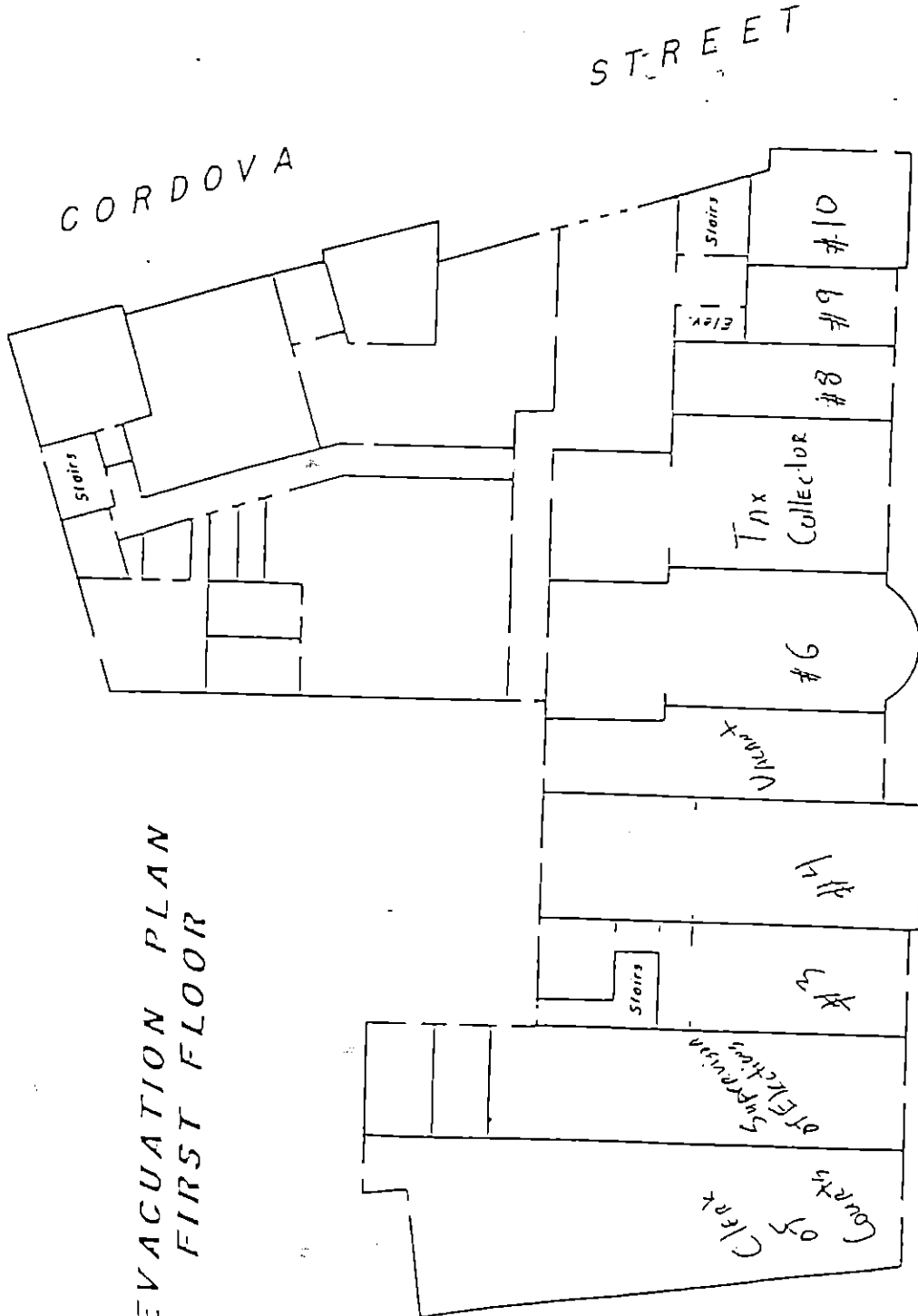
\$ 334.90 per month  
\$ 20.09 sales tax  
  
\$ 354.99 TOTAL

Store #10

Jeff Price  
d/b/a Price's Barber Shop  
91 Cordova Street  
St. Augustine, FL 32084

\$ 675.86 per month  
\$ 40.55 sales tax  
  
\$ 716.41 TOTAL

EVACUATION PLAN  
FIRST FLOOR



17-1