

RESOLUTION NO. 2003- 115

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF TWO CONVEYANCE OF PROPERTY AGREEMENTS FOR THE ACQUISITION OF TWO PROPERTIES NEAR AN EXISTING RAIL CROSSING FOR CONSTRUCTION OF A SOLID WASTE TRANSFER STATION.

RECITALS

WHEREAS, Florida East Coast Railway, L.L.C. is the owner of property located adjacent to Stratton Road near an existing rail crossing, and has presented to the County a Conveyance of Property Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof. Cummer Land Trust is the owner of property located adjacent to Stratton Road and has presented to the County a Conveyance of Property Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the County seeks to acquire suitable sites for construction of a solid waste transfer station with rail and highway access. The properties are near an existing rail crossing and with a central location and minimal surrounding development make it desirable for acquisition by the County; and

WHEREAS, a portion of the properties were used by third parties as an illegal dump for land clearing debris and solid waste, which needs to be removed, and the County Solid Waste Division has the necessary resources to address the past use of the property and convert the property into a solid waste transfer station or for such other uses it deems appropriate; and

WHEREAS, it is in the best interest of the public to accept this conveyance of property for the health, safety, and well being of the citizens.

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

1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby approves the terms of the Conveyance of Property Agreements and authorizes the County Administrator to execute said Agreements and to take all action necessary to close upon compliance with Section 125.355, Florida Statutes.
3. The Clerk of Circuit Court is instructed to file the original Conveyance of Property Agreements in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of June, 2003.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 6-18-03



CONVEYANCE OF PROPERTY

THIS CONVEYANCE OF PROPERTY AGREEMENT ("Agreement") is made and effective as of _____, 2003, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **FLORIDA EAST COAST RAILWAY, L.L.C.**, whose address is P.O. Box 1048, St. Augustine FL 32085 ("FEC").

WITNESSETH:

WHEREAS, the County seeks to acquire a suitable site for construction of a solid waste transfer station with rail and highway access; and

WHEREAS, FEC is the owner of certain lands as generally shown on the map attached hereto as **Exhibit "A"** (the "Property"), and that such Property, near an existing rail crossing, and with a central location and minimal surrounding development make it desirable for acquisition by the County; and

WHEREAS, a portion of the Property was used by third parties as an illegal dump for land clearing debris and solid waste, which needs to be removed, and the County Solid Waste Division has the necessary resources to address the past use of the Property and convert the Property into a solid waste transfer station or for such other uses it deems appropriate;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the terms below shall be defined as follows:

1.1 "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the release of toxic or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 & 403, Florida Statutes, and the rules and regulations of the United States Environmental Protection Agency, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

2. Conveyance and Acceptance. County has inspected the Property and understands and agrees that it is accepting conveyance of the Property in "as is" condition with all faults and without any representation or warranty on the part of FEC. County represents and warrants to FEC that County is relying solely upon its own investigations and inspections of the Property and as a result, FEC shall not be obligated to make any modification to the Property as a condition to FEC obligation to close.

3. Boundary Survey. With the execution of this Agreement, FEC will provide County with a survey prepared in 2002 by a licensed Florida land surveyor. If the FEC 2002 survey is not acceptable to the County, within thirty (30) days after the Effective Date, "County" will obtain a boundary survey of the Property prepared by a licensed Florida land surveyor showing the correct legal metes and bounds description of the Property and its area specified to the nearest 1/100 of an acre (the "Boundary Survey"). The Boundary Survey shall contain a certificate certified to the County stating that it meets the minimum requirements for surveys as required by Florida, law, locates all easements or improvements then located upon the Property, as evidenced by the Title Commitment, and includes the designation of the flood plain area affecting the Property, if any.

4. Evidence of Title.

4.1 Within thirty (30) days after execution by the Parties (the "Effective Date"), "County" shall, at its expense, obtain a commitment for an owner's title insurance policy (ALTA Form B) to insure the County in the amount of \$50,000.00 from a title insurance company agreed to by the Parties (the "Title Company") (hereinafter the "Title Commitment"). The Title Commitment shall identify each exception of record and include copies of all exceptions of record noted therein. County may at its option and expense purchase title insurance.

4.2 If the Title Commitment reveals any easements, restrictions, covenants, conditions or other title defects affecting the Property that are unacceptable to the County, then within ten (10) days after receipt of the Title Commitment, the County shall notify FEC of the title defects to which it objects. FEC, so notified, shall have a period of sixty (60) days after receipt of notice of the title defects at its option to cure any such title defect. If any such title defects, other than those that will be cured or satisfied at Closing, are not cured by FEC at the end of sixty (60) days after FEC receives notice of the title defects or if FEC elects not to cure, FEC shall then give the County written notice of FEC's failure to cure the defects and describe with specificity in that notice the title defects which remain uncured if FEC elects not to cure. The County may then do one of the following as the only remedies available to the County.

4.2.1 Accept the uncured title defects and require FEC to deliver the title to the Property at the Conveyance in its existing condition; all title exceptions to which the County did not object and/or which are accepted under this Section 4.2.1 shall be hereafter included as part of the Permitted Exceptions; or

4.2.2 Terminate this Agreement, whereupon all Parties shall be released from any further obligations hereunder.

4.3 The County's decision either to accept the uncured title defects or to terminate this Agreement under Section 4.2 shall be made by written notice to "FEC" within ten (10) business days after the County receives notice from "FEC" of the uncured title defects. The failure of the County to give notice of termination within said period shall be deemed to constitute and acceptance by the County of the uncured title defects which then become part of the Permitted Exceptions.

4.4 If the Boundary Survey reveals any encroachments or other survey defects which materially affect legal and practical access to the Property from existing public rights of way or constitute material encroachments, overlaps or third party possession or use (other than any Permitted Exceptions under Section 4.2), then within fifteen (15) business days after receipt of the Boundary Survey, the County shall notify "FEC" of the survey defects to which it objects. "FEC", so notified, shall have a period of sixty (60) days after receipt of notice of the survey defects, at its option, to cure any such survey defects. If any such survey defects, other than those that will be cured or satisfied at Closing, are not cured by "FEC" at the end of the sixty (60) days after "FEC" receives notice of the survey defects or if "FEC" elects not to cure, "FEC" shall then give the County written notice of "FEC's" failure to cure the defects and describe with specificity in that notice the survey defects which remain uncured. The County may then do one of the following as only remedies available to the County:

4.4.1 Accept the uncured survey defects and require "FEC" to deliver the Title to the Property at the Conveyance in its existing condition; all survey exceptions to which the County did not object and/or which are accepted under this Section 4.4.1 shall be thereafter included as part of the Permitted Exceptions; or

4.4.2 Terminate this Agreement, whereupon all Parties shall be released from further obligations hereunder.

4.5 The County's decision either to accept the uncured survey defects or to terminate this Agreement shall be made by written notice to "FEC" within ten (10) business days after the County receives notice from "FEC" of the uncured survey defects. The failure of the County to give notice of termination within said period shall be deemed to constitute an acceptance by the County of the uncured survey defects which become part of the Permitted Exceptions.

5. Hold Harmless. To the extent permitted by law, the County shall hold FEC harmless For any and all liability arising from its prior ownership of the Property or from the operation of any facilities on the Property under any applicable Environmental Laws. This Section 5 shall survive Conveyance.

6. Conditions to Conveyance: Site Preparation and Cleanup.

6.1 Prior to Conveyance, the County shall, at its cost, remove solid waste on the Property to the satisfaction of the Florida Department of Environmental Protection (DEP). In addition, the County shall conduct groundwater testing and such other activities as may be required by the DEP to secure a letter stating that no further action is required with regards to previous illegal

dumping on the site (the "NFA Letter"), to the extent that such groundwater testing and any remediation costs do not exceed Fifty Thousand and No/100 Dollars (\$50,000.00). If such costs exceed Fifty Thousand and No/100 Dollars (\$50,000.00), then FEC, at its sole option, may elect to conduct such groundwater testing and remediation as required by the DEP, or terminate this Agreement, at which time the parties shall be relieved from all further obligations under this Agreement.

6.2 The County shall coordinate with all governmental authorities having jurisdiction over the Cleanup of the Property to ensure that all applicable Environmental Laws are complied with.

6.3 FEC shall permit the County and its agents to enter upon the Property to perform the obligations of this Section 6; provided, however, that if such entering upon the Property interferes with the business operations of FEC, FEC shall so notify the County and the County will take all steps necessary to prevent such entering from causing any further interference with FEC's business operations.

7. Termination. Notwithstanding Sections 4, 6 and 9 if the DEP has not issued a NFA Letter by October 1, 2003, then either party may elect to terminate this Agreement by providing written notice, or upon approval by FEC and the County Administrator, the Parties may extend this Agreement for up to three (3) consecutive six (6) month extensions.

8. Conveyance Provisions.

8.1 The Conveyance shall take place within thirty (30) days after the later to occur of (a) receipt of the NFA Letter under Section 6., or (b) following completion of title and survey review under Section 4.

8.2 The Conveyance shall be held at the office of FEC, or at such other location as may be mutually agreeable.

8.3 At the Conveyance, FEC shall execute, acknowledge and deliver to the County a Special Warranty Deed for the Property subject to the Permitted Exceptions contained in the Title Commitment.

8.4 FEC shall also execute and deliver to the County and the attorney representing the County a conveyance statement and any other documents reasonably required by the attorney representing the County to consummate the transaction contemplated by this Agreement.

8.5 At the Conveyance, the County shall execute and deliver the conveyance statement and any other documents reasonably required by the attorney representing the County to consummate the transaction contemplated by this Agreement; and shall execute and deliver the Florida Department of Revenue Transfer of Interest Form DR219.

8.6 Each party shall pay any fees to its attorneys or other consultants.

8.7 Any real property taxes shall be prorated as of the date of conveyance at the highest allowable discount.

8.8 Possession of the lands described by the Deed shall be delivered to the County no later than the Conveyance date.

8.9 The Deed shall be recorded by the County, at its expense.

9. Remedies for Default.

9.1 Default by FEC. If FEC fails to consummate the transaction or fulfill the covenants contemplated by this Agreement for any reason, except the County's default, the County's sole and exclusive remedy for default shall be for the County to bring an action for specific performance.

9.2 Default by the County. If the County fails to consummate the transaction or fulfill the covenants contemplated by this Agreement for any reason, except FEC's default, or DEP's failure to issue an NFA Letter by October 1, 2003, then FEC is entitled to seek such actions as are available at law or in equity.

10. Miscellaneous.

10.1 No Joint Venture or Partnership. This Agreement is not intended nor shall it be construed to create a joint venture or partnership between the Parties and neither party shall be considered an agent of the other for any purpose.

10.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

10.3 Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at conveyance be merged into the deed.

10.4 Notices. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services, postage prepaid, to the addresses stated below; (c) by deposit with an overnight express delivery service; or (d) by facsimile transmission with sender's confirmed receipt. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by facsimile transmission shall be deemed effective as of sender's confirmed receipt. Notice by personal delivery shall be deemed

effective at the time of personal delivery.

If to the County: St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32084
Attention: Ben W. Adams, Jr.

If to FEC: Florida East Coast Railway, L.L.C.
P.O. Box 1048
St. Augustine FL 32085-1048
Attention: R. F MacSwain
Executive Vice President

With copy to: Florida East Coast Railway, L.L.C.
P.O. Box 1048
St. Augustine, FL 32085-1048
Attention: M.O. Bagley
Director, Industrial Development and Real Estate

10.5 Entire Agreement: Modification. This Agreement contains the entire agreement between the Parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. No modification or termination of this agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of the County and FEC.

10.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida

10.7 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.

10.8 Interpretation. Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both Parties and shall not be construed in favor of or against either party.

10.9 Severability. If any provision contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be voidable in its entirety by either party.

10.10 Recording. Both Parties agree that this Agreement shall not be recorded.

10.11 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.

10.12 Time is of the Essence. Time shall be of the essence of this Agreement. In the event any date under this Agreement falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended to the next business day.

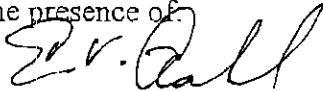
10.13 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination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

10.14 Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.


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

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, Sealed and Delivered
In the presence of:

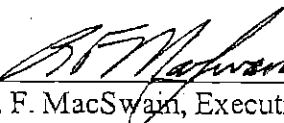


Print Name: E.V. Acebal



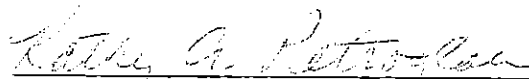
Print Name: Paula B. Ake

FLORIDA EAST COAST RAILWAY, LLC

By: 
R. F. MacSwain, Executive Vice President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this 15th day of MAY, 2003, by R.F. MacSwain, Executive Vice President, who is personally known to me ✓ or has produced _____ as identification.


Notary Public

Printed Name of Notary

**BUYER:
ST. JOHNS COUNTY, FLORIDA**

Date:

Witness Name: _____

**Ben W. Adams, Jr.
County Administrator**

Witness Name _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2003 by **BEN W. ADAMS, JR.**, County Administrator for St. Johns County, Florida, who is personally known to me.

Notary

Deputy Clerk to Attest:

T. 5 S. - R. 2

1270

1274 + 46 N. END

1280

1271 + 56.8
D 24

WOODLAND

Match Marks for Sheet V.L. No. 8. G. b.

1255 + 44.1

Fence 1271 + 92

Fence 1275 + 02

1277 + 54.1



50'

240'

100'

"THE PROPERTY"
No. 12

EXHIBIT

CONVEYANCE OF PROPERTY AGREEMENT

This **CONVEYANCE OF PROPERTY AGREEMENT** (the "Agreement") is executed this ____ day of _____, 2003, between **CHERYL S. CUMMER**, as Trustee, **ROBERT H. PAUL, III**, as Trustee, and **HOWARD W. HARRISON, JR.**, as Trustee of the **CUMMER LAND TRUST** (the "Trust") and **ST. JOHNS COUNTY, FLORIDA** (the "County"), (collectively the "Parties").

WHEREAS, the County seeks to acquire a suitable site for construction of a solid waste transfer station with rail and highway access; and

WHEREAS, the Trust is the owner of certain lands as generally shown and indicated as being owned by the Trust on the map attached hereto as **Exhibit "A"** (the "Property"), and that such Property, near an existing rail crossing, and with a central location and minimal surrounding development make it desirable for acquisition by the County; and

WHEREAS, a portion of the Property was used by third parties as an illegal dump for land clearing debris and solid waste, which needs to be removed, and the County Solid Waste Division has the necessary resources to address the past use of the Property and convert the Property into a solid waste transfer station or for such other uses it deems appropriate;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, the terms below shall be defined as follows:

1.1 "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the release of toxic or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 & 403, Florida Statutes, and the rules and regulations of the United States Environmental Protection Agency, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

2. Conveyance and Acceptance. The Trust shall convey the Property to the County free and clear of any and all liens, encumbrances, covenants, restrictions, reservations, rights of way and

easements except those which become Permitted Exceptions under Section 4. The County has inspected the Property and understands and agrees that it is accepting conveyance of the Property in “as is” condition with all faults and without any representation or warranty on the part of the Trust except the warranties expressly provided herein. County represents and warrants to the Trust that the County is relying solely on its own investigations and inspections of the Property and as a result, the Trust shall not be obligated to make any modification to the Property as a condition to the Trust’s obligation to close.

3. Boundary Survey. Within thirty (30) days after the Effective Date, the Trust will provide to the County a boundary survey of the Property prepared by a licensed Florida land surveyor showing the correct legal metes and bounds description of the Property and its dimensions specified to the nearest 1/100 of an acre (the “Boundary Survey”). The Boundary Survey shall contain a certificate certified to the County stating that it meets the minimum requirements for surveys as required by Florida law, locates all easements or improvements then located upon the Property, as evidenced by the Title Report, and includes the designation of the flood plain area affecting the Property, if any.

4. Evidence of Title.

4.1 Within thirty (30) days after execution by the Parties (the “Effective Date”), the Trust shall, at its expense, obtain and deliver to the County an Ownership and Encumbrance Report from Commonwealth Land Title Insurance Company (the “Title Company”) (hereinafter the “Title Report”). The Title Report shall identify each exception of record and include copies of all exceptions of record noted therein.

4.2 If the Title Report reveals any easements, restrictions, covenants, conditions or other title defects affecting the Property that are unacceptable to the County, then within forty five (45) days after receipt of the Title Report, the County shall notify the Trust of the title defects to which it objects. The Trust, so notified, shall have a period of sixty (60) days after receipt of notice of the title defects at its option to cure any such title defect. If any such title defects, other than those that will be cured or satisfied at the Conveyance, are not cured by the Trust at the end of sixty (60) days after the Trust receives notice of the title defects or if the Trust elects not to cure, the Trust shall then give the County written notice of the Trust’s failure to cure the defects and describe with specificity in that notice the title defects which remain uncured. The County may then do one of the following as the only remedies available to the County:

4.2.1 Accept the uncured title defects and require the Trust to deliver the title to the Property at the Conveyance in its existing condition; all title exceptions to which the County did not object and/or which are accepted under this Section 4.2.1 shall be hereafter included as part of the Permitted Exceptions; or

4.2.2 Terminate this Agreement, whereupon all Parties shall be released from any further obligations hereunder.

4.3. The County's decision either to accept the uncured title defects or to terminate this Agreement under Section 4.2 shall be made by written notice to the Trust within ten (10) business days after the County receives notice from the Trust of the uncured title defects. The failure of the County to give notice of termination within said period shall be deemed to constitute an acceptance by the County of the uncured title defects which then become part of the Permitted Exceptions.

4.4 If the Boundary Survey reveals any encroachments or other survey defects which materially affect legal and practical access to the Property from existing public rights of way or constitute material encroachments, overlaps or third party possession or use (other than any Permitted Exceptions under Section 4.2), then within fifteen (15) business days after receipt of the Boundary Survey, the County shall notify the Trust of the survey defects to which it objects. The Trust, so notified, shall have a period of sixty (60) days after receipt of notice of the survey defects, at its option, to cure any such survey defects. If any such survey defects, other than those that will be cured or satisfied at the Conveyance, are not cured by the Trust at the end of the sixty (60) days after the Trust receives notice of the survey defects or if the Trust elects not to cure, the Trust shall then give the County written notice of the Trust's failure to cure the defects and describe with specificity in that notice the survey defects which remain uncured. The County may then do one of the following as the only remedies available to the County:

4.4.1 Accept the uncured survey defects and require the Trust to deliver the title to the Property at the time of Conveyance in its existing condition; all survey exceptions to which the County did not object and/or which are accepted under this Section 4.4.1 shall be thereafter included as part of the Permitted Exceptions; or

4.4.2 Terminate this Agreement, whereupon all Parties shall be released from further obligations hereunder.

4.5 The County's decision either to accept the uncured survey defects or to terminate this Agreement shall be made by written notice to the Trust within ten (10) business days after the County receives notice from the Trust of the uncured survey defects, but not longer than thirty (30) days from receipt of the Trust's notice. The failure of the County to give notice of termination within said period shall be deemed to constitute an acceptance by the County of the uncured survey defects that become part of the Permitted Exceptions.

5. Hold Harmless. To the extent permitted by law, The County shall hold the Trust harmless from any and all liability associated with their presence on the Property or the presence or work by any agents of the County, prior to the Conveyance, including against any claims of personal injury, damage to property, or mechanic's liens. Further, the County shall hold the Trust harmless for

any and all liability arising from its prior ownership of the Property or from the operation of any facilities on the Property under any applicable Environmental Laws, before and after **Conveyance**. This Section 5 shall survive Conveyance.

6. Conditions to Conveyance; Site Preparation and Cleanup.

6.1 Prior to Conveyance, the County shall, at its cost, remove solid waste on the Property to the satisfaction of the Florida Department of Environmental Protection (DEP). In addition, the County shall conduct groundwater testing and such other activities as may be required by the DEP to secure a letter stating that no further action is required with regards to previous illegal dumping on the site (the "NFA Letter"), to the extent that such groundwater testing and any remediation costs do not exceed Fifty Thousand and No/100 Dollars (\$50,000.00). If such costs exceed Fifty Thousand and No/100 Dollars (\$50,000.00), then the Trust, at its sole option, may elect to conduct such groundwater testing and remediation as required by the DEP, or terminate this Agreement, at which time the Parties shall be relieved from all further obligations under this Agreement.

6.2 The County shall coordinate with all governmental authorities having jurisdiction over the Cleanup of the Property to ensure that all applicable Environmental Laws are complied with.

6.3 The Trust shall provide all access to the Property necessary to perform the obligations of this Section 6.

7. Termination. Notwithstanding Section 4, 6, and 9 of this Agreement, if the DEP has not issued a NFA Letter by October 1, 2003, then either party may elect to terminate this Agreement by providing written notice, or upon approval by the Trust and the County Administrator, the Parties may extend this Agreement for up to three (3) consecutive six (6) month extensions.

8. Conveyance Provisions.

8.1 The Conveyance shall take place within thirty (30) days after the later to occur of (a) receipt of the NFA Letter, or (b) following completion of title and survey review under Section 4.

8.2 The Conveyance shall be held at the office of Pappas Metcalf Jenks & Miller, P.A., 245 Riverside Avenue, Suite 400, Jacksonville, Florida, or at such other location as may be mutually agreeable.

8.3 At Conveyance, the Trust shall execute, acknowledge and deliver to the County a Special Warranty Deed for the Property subject to the Permitted Exceptions contained in the Title Report.

8.4 The Trust shall also execute and deliver to the County and the attorney representing the County the Conveyance statement and any other documents reasonably required by the attorney representing the County to consummate the transaction contemplated by this Agreement.

8.5 At Conveyance, the County shall execute and deliver the Conveyance statement and any other documents reasonably required by the attorney representing the County to consummate the transaction contemplated by this Agreement; and shall execute and deliver the Florida Department of Revenue Transfer of Interest Form DR219.

8.6 Each party shall pay any fees to its attorneys or other consultants.

8.7 Ad valorem real estate taxes shall be prorated as of the Conveyance Date and the Trust shall pay such prorated amount into escrow with the Tax Collector at the Conveyance.

8.8 Possession of the lands described by the Deed shall be delivered to the County no later than the Conveyance Date.

8.9 The Deed shall be recorded by the County.

9. Acquisition of Collins Property. The Trust has entered into an agreement with Eugene Tex Collins whereby Eugene Tex Collins and Jessica Collins will convey to the County their property located at 295 Stratton Road North, also shown as indicated on **Exhibit "A"** (the "Collins Property"), by deed in such form as is acceptable to the County, without consideration paid by the County to Tex and Jessica Collins, contingent upon execution of this Agreement. The Trust shall take such actions to consummate the terms and provisions of the agreement with Eugene Tex Collins and Jessica Collins such that they convey the Collins Property to the County on or before the Conveyance of the Property owned by the Trust. A survey and an ownership and encumbrance report shall be provided by the Trust for the Collins Property and reviewed by the County under the same terms and conditions as set forth for the Property under sections 3 and 4 of this Agreement. The Trust makes no warranties or representations regarding the Collins Property.

10. Remedies for Default.

10.1 Default by the Trust. If the Trust fails to consummate the transaction or fulfill the covenants contemplated by this Agreement for any reason, except the County's default, the County's sole and exclusive remedy for Default shall be to bring an action for specific performance.

10.2 Default by the County. If the County fails to consummate the transaction or fulfill the covenants contemplated by this Agreement for any reason, except the Trust's default, or

DEP's failure to issue an NFA letter by October 1, 2003, the Trust is entitled to seek such actions as are available at law or in equity.

11. Miscellaneous.

11.1 No Joint Venture or Partnership. This Agreement is not intended nor shall it be construed to create a joint venture or partnership between the Parties and neither party shall constitute the agent of the other for any purpose.

11.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

11.3 Survival. The responsibility of either party for any undertaking to be performed after Conveyance, including section 5, shall survive the time of Conveyance.

11.4 Notices. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services, postage prepaid, to the addresses stated below; (c) by deposit with an overnight express delivery service; or (d) by facsimile transmission with sender's confirmed receipt. Notices deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by facsimile transmission shall be deemed effective as of sender's confirmed receipt. Notice by personal delivery shall be deemed effective at the time of personal delivery.

If to the County: St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32095
Attention: John Schwab,
Special Projects Coordinator
Phone: (904) 823-2442
Fax: (904) 823-2507

If to the Trust: Cummer Land Trust
P. O. Box 17999
Jacksonville, Florida 32245
Attention: Robert H. Paul, III
Phone: (904) 739-1000, Ext. 240
Fax: (904) 737-2880

With a copy to: M. Lynn Pappas, Esquire
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202
Phone: (904) 353-1980
Fax: (904) 356-1018

11.5 Entire Agreement; Modification. This Agreement contains the entire agreement between the Parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified except in writing signed by the party against whom enforcement is sought.

11.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

11.7 Counterparts. This Agreement and any of the Conveyance documents called for in this Agreement may be executed in counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

11.8 Interpretation. Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both Parties and shall not be construed in favor of or against either party.

11.9 Severability. If any provision contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be voidable in its entirety by either party.

11.10 Recording. Both Parties agree that this Agreement shall not be recorded.

11.11 Waiver. Either party reserves the right to waive in whole or in part any provision that is for such party's benefit. No such waiver shall be effective unless it is in writing. Any waiver shall be limited to the matter specified in the writing. No waiver shall be considered a waiver of any other or subsequent default and no delay or omission in exercising the rights and powers granted herein shall be construed as a waiver of such rights and powers.

11.12 Time is of the Essence. Time shall be of the essence of this Agreement. In the event any date under this Agreement falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended to the next business day.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

Print Name: _____

Cheryl S. Cummer, as Trustee

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this ___ day of _____, 2003 by Cheryl S. Cummer, as Trustee, who () is personally known to me, or () produced _____ as identification.

Notary Public

Printed Name of Notary

Signed, Sealed and Delivered
in the presence of:

Print Name: _____

Howard W. Harrison, Jr., as Trustee

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this ___ day of _____, 2003, by
Howard W. Harrison, Jr. as Trustee, who () is personally known to me, or () produced
_____ as identification.

Notary Public

Printed Name of Notary

Signed, Sealed and Delivered
in the presence of:

Print Name: _____

Robert H. Paul, III, as Trustee

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this ___ day of _____, 2003, by
Robert H. Paul, III, as Trustee, who () is personally known to me, or () produced
_____ as identification.

Notary Public

Printed Name of Notary

COUNTY OF ST. JOHNS COUNTY, FLORIDA

By: _____
Printed Name: _____
Its: _____

Form Approved: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing was acknowledged before me this ___ day of _____, 2003, by _____, as _____, who () is personally known to me, or () produced _____ as identification.

Notary Public

Printed Name of Notary

“Exhibit A”

The exact configuration and boundaries of “The Property” will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 3, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of “The Property” this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.