

RESOLUTION NO. 2003- 145

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF FOUR PURCHASE AND SALE AGREEMENTS AND AUTHORIZING THE PURCHASE OF EASEMENTS AND EXECUTION OF THE AGREEMENTS FOR CONSTRUCTION OF THE PONTE VEDRA DRAINAGE PROJECT.

RECITALS

WHEREAS, Four property owners have agreed to the terms and conditions in the four Purchase and Sale Agreements for purchase of Easement areas required for the Ponte Vedra Drainage Project, attached hereto as Exhibit "A, B, C and D", incorporated by reference and made a part hereof; and

WHEREAS, acquisition of these Easements is needed in order to install drainage pipes on the properties owned by the individuals to improve the drainage in the Ponte Vedra area; and

WHEREAS, the negotiated purchase prices represented in the Agreements were based on appraisals performed by Robert D. Crenshaw, MAI and Heyward M. Cantrell, MAI.

WHEREAS, it is in the best interest of the public for the County to acquire the Easements to ensure that the project can proceed.

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 of St. Johns County hereby approves the terms and conditions of the Purchase and Sale Agreements and authorizes the County Administrator to execute said Purchase and Sale Agreements.

Section 3. The Clerk of the Courts of St. Johns County is instructed to file the original Purchase and Sale Agreements in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 12th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.

BY: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia A. Grande
Deputy Clerk

RENDITION DATE 8-19-03

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of May 7, 2003, 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 32095 ("Buyer") and Victor Galeone, **AS BISHOP OF THE DIOCESE OF ST. AUGUSTINE**, whose address is P. O. Box 24000, Jacksonville FL 32241-4000 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing an easement on a portion of 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 easement rights to the property, shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the Ponte Vedra Drainage Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **\$19,000.00**, 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 within fifteen (15) days of Commission Approval (hereinafter defined)	\$ 3,000.00
(ii) Cash to Close	Closing Day	\$16,000.00
TOTAL PURCHASE PRICE		\$19,000.00

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

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 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 Easement an policy of title insurance in the amount of the

Purchase Price, insuring Buyer's easement rights 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 10 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or 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 defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (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) Independent Title of St. Augustine, 2676 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 at the offices of the Escrow Agent, Independent Title of St. Augustine, 2676 US 1 South, St. Augustine, FL 32086, on or before ninety days (90) from the date of this contract ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Seller's Representations. Seller represents to Buyer that he 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.

6. 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 non-exclusive Perpetual Easement conveying easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on 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 Occupancy Tenants (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 easement rights 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.

7. Closing Expenses. Buyer shall pay the cost of the title policy issued pursuant to the Commitment, the cost of recording the non-exclusive Perpetual Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

8. 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.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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.

10. 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 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.

11. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Perpetual Easement.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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 not 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: Victor Galeone, as Bishop of the Diocese St. Augustine
P.O. Box 24000
Jacksonville FL 32241-4000

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Escrow Agent: Independent Title Company
2676 US 1 South
St. Augustine, Florida 32086

19. Ponte Vedra Drainage Project. It is the intention hereof that the seller will convey to the County a non-exclusive perpetual easement as described in and to said property described on Exhibit "A".

20. 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.

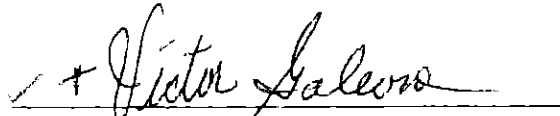
21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

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


23. 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.

24. 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.


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



SELLER: VICTOR GALEONE, AS
BISHOP OF THE DIOCESE
ST. AUGUSTINE


Witness Name _____

Date: May 7, 2003


Witness Name _____

BUYER:
ST. JOHNS COUNTY, FLORIDA

Date: _____

Ben W. Adams, Jr.
County Administrator

Witness Name: _____

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 Public

Deputy Clerk to Attest:

By: _____
Deputy Clerk

Exhibit "A" to Agreement

legal desc - church.txt

LEGAL DESCRIPTION: PROPOSED EASEMENT "A" (20.00 WIDE EASEMENT)

A PORTION OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON PIPE, SAID IRON PIPE BEING THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK 33-A, OF PONTE VEDRA, BLOCKS 27 AND 33-A, AS RECORDED IN MAP BOOK 11, PAGE 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°17'30" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°30'51" WEST, ALONG A LINE 20.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 70.40 FEET; THENCE SOUTH 88°47'14" WEST, ALONG A LINE 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE LOT 32, OF ST. JOHNS SEAVIEW PARK, UNIT 3, AS RECORDED IN MAP BOOK 5, PAGE 50 OF SAID PUBLIC RECORDS, A DISTANCE OF 111.49 FEET; THENCE NORTH 01°55'32" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHERLY LINE OF LOT 31 OF SAID ST. JOHNS SEAVIEW PARK, UNIT 3; THENCE NORTH 88°47'14" EAST, ALONG SAID SOUTHERLY LINE OF SAID ST. JOHNS SEAVIEW PARK, UNIT 3, A DISTANCE OF 131.63 FEET TO A 1/2" IRON PIPE AT THE SOUTHEASTERLY CORNER OF LOT 32, BLOCK 6, OF SAID ST. JOHNS SEAVIEW PARK, UNIT 3, SAID IRON PIPE BEING ON THE WESTERLY LINE OF SAID LOT 12, BLOCK 33-A, OF SAID PONTE VEDRA, BLOCKS 27 AND 33-A; THENCE SOUTH 01°30'51" EAST, ALONG THE SAID WESTERLY LINE OF LOT 12, A DISTANCE OF 90.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,037 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE 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 **ELIZABETH ANN HODGES**, whose address is 6515 Blue Waters Drive, Flowery Branch GA 30542 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing an easement on a portion of 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 easement rights to the property, shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the Ponte Vedra Drainage Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is **\$66,200.00**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(ii) Cash to Close	Closing Day	\$66,200.00
TOTAL PURCHASE PRICE		\$66,200.00

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

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 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 Easement an policy of title insurance in the amount of the Purchase Price, insuring Buyer's easement rights 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 10 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or 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 defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (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) Independent Title of St. Augustine, 2676 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 at the offices of the Escrow Agent, Independent Title of St. Augustine, 2676 US 1 South, St. Augustine, FL 32086, on or before ninety days (90) from the date of this contract ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Seller's Representations. Seller represents to Buyer that he 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.

6. 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 non-exclusive Perpetual Easement conveying easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on 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 Occupancy Tenants (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 easement rights 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.

7. Closing Expenses. Buyer shall pay the cost of the title policy issued pursuant to the Commitment, the cost of recording the non-exclusive Perpetual Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

8. 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.

9. Condition of Property and Buyer’s Right of Inspection. Buyer shall have the right for ninety (90) 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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.

10. 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 sue for damages 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.

11. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Perpetual Easement.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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 not 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: Elizabeth Ann Hodges
6515 Blue Waters Drive
Flowery Branch GA 30542

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Escrow Agent: Independent Title Company
2676 US 1 South
St. Augustine, Florida 32086

19. Project. It is the intention hereof that the seller will convey to the County a perpetual easement as described in and to said property hereinafter described, for all purposes consistent with the Ponte Vedra Drainage Project in the Ponte Vedra area, or any changes, additions or modifications that may hereafter be made therein, and also the perpetual right to take and use materials, as well as all other right incident to drainage control project, or any changes, additions or modifications thereof, over, upon and across said property hereinafter described.

20. 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.


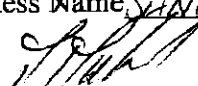
21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

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

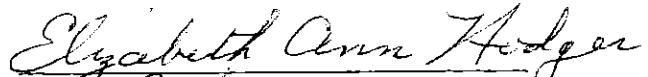
23. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

24. 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.

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

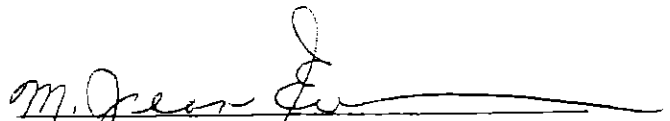

Witness Name SANDY MERICKLE

Witness Name PARESM PATEL

SELLER:
ELIZABETH ANN HODGES


Date: July 17, 2003

STATE OF Georgia
COUNTY OF Hall

The foregoing instrument was acknowledged before me this 17th day of July, 2003, by Elizabeth Ann Hodges. She is personally known to me or has produced a driver's license Ga. DL# 002405119 as identification.
exp. 2-4-05


Notary Public

BUYER:
ST. JOHNS COUNTY, FLORIDA

Witness Name: _____

Witness Name _____

Date: _____
Ben W. Adams, Jr.
County Administrator

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 Public

Deputy Clerk to Attest:

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION: PROPOSED EASEMENT "B" (20.00 WIDE EASEMENT)

A PORTION OF LOT 12, BLOCK 33-A, OF PONTE VEDRA, BLOCKS 27 AND 33-A, AS RECORDED IN MAP BOOK 11, PAGE 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 1/2" IRON PIPE, SAID IRON PIPE BEING THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK 33-A, AS RECORDED IN MAP BOOK 11, PAGE 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 88°17'30" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°30'51" WEST, ALONG A LINE 15.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°17'30" EAST, ALONG A LINE 20.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 190.71 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 778.46 FEET, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF LEMASTER DRIVE, A 60.00 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°29'31", AN ARC DISTANCE OF 20.27 FEET TO A 1/2" IRON PIPE, SAID IRON PIPE BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°04'31" EAST, 20.27 FEET; THENCE SOUTH 88°17'30" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 194.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,848 SQUARE FEET OR 0.09 ACRES, MORE OR LESS.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE 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 **JUDITH A. DEVRIES**, whose address is 100 Poseidon Lane, Ponte Vedra Bch FL 32082 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing an easement on a portion of 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 easement rights to the property, shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the Ponte Vedra Drainage Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is **\$13,800.00** for the value of the easement and **\$3,200.00** for the reimbursement for replacement of landscaping and fencing for a total of **\$17,000.00**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(ii) Cash to Close	Closing Day	\$17,000.00
TOTAL PURCHASE PRICE		\$17,000.00

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

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 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 Easement an policy of title insurance in the amount of the Purchase Price, insuring Buyer's easement rights 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 10 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or 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 defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (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) Independent Title of St. Augustine, 2676 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 at the offices of the Escrow Agent, Independent Title of St. Augustine, 2676 US 1 South, St. Augustine, FL 32086, on or before ninety days (90) from the date of this contract ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Seller's Representations. Seller represents to Buyer that he 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.

6. 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 non-exclusive Perpetual Easement conveying easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on 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 Occupancy Tenants (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 easement rights 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.

7. Closing Expenses. Buyer shall pay the cost of the title policy issued pursuant to the Commitment, the cost of recording the non-exclusive Perpetual Easement, all of the expenses in

connection with recording fees. Each party shall bear the expense of its own legal counsel.

8. 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.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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.

10. 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 sue for damages 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.

11. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Perpetual Easement.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. Notices. Any notice hereunder must be in writing and delivered personally or by United State Mail, Registered or Certified, Return Receipt Requested; United State Express Mail; or Federal Express or equivalent courier service, and shall not 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: Judith A. Devries
100 Poseidon Lane
Ponte Vedra Bch FL 32082

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Escrow Agent: Independent Title Company
2676 US 1 South
St. Augustine, Florida 32086

19. Project. It is the intention hereof that the seller will convey to the County a perpetual easement as described in and to said property hereinafter described, for all purposes consistent with the Ponte Vedra Drainage Project in the Ponte Vedra area, or any changes, additions or modifications that may hereafter be made therein, and also the perpetual right to take and use materials, as well as all other right incident to drainage control project, or any changes, additions or modifications thereof, over, upon and across said property hereinafter described. In the event there is any damage to the concrete slab driveway the County shall, at its expense, restore the driveway to its condition at the

time construction commenced.

20. 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.

21. 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.

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

23. 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.

24. 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.

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

SELLER:
JUDITH A. DEVRIES

Judith A. Devries
Date: _____

Lisa McKenny
Witness Name _____

[Signature]
Witness Name _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Judith A. Devries. He is personally known to me or has produced a driver's license _____ as identification.

Notary Public

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

Witness Name: _____

Date: _____
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 Public

Deputy Clerk to Attest:

By: _____
Deputy Clerk

legal desc - devries.txt

LEGAL DESCRIPTION: PROPOSED EASEMENT "D" (10.00 WIDE EASEMENT)

A PORTION OF LOT 32, BLOCK 6, OF ST. JOHNS SEAVIEW PARK, UNIT 3, AS RECORDED IN MAP BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 1/2" IRON PIPE, SAID IRON PIPE BEING THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK 33-A, OF PONTE VEDRA, BLOCKS 27 AND 33-A, AS RECORDED IN MAP BOOK 11, PAGE 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°17'30" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°30'51" WEST, ALONG A LINE 20.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 70.40 FEET; THENCE SOUTH 88°47'14" WEST, ALONG A LINE 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE LOT 32, OF SAID ST. JOHNS SEAVIEW PARK, UNIT 3, A DISTANCE OF 111.49 FEET; THENCE NORTH 01°55'32" WEST, A DISTANCE OF 20.00 FEET TO SAID SOUTHERLY LINE OF ST. JOHNS SEAVIEW PARK, UNIT 3; THENCE SOUTH 88°47'14" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB 1048", SAID IRON PIPE BEING THE SOUTHWESTERLY CORNER OF SAID LOT 32 AND THE POINT OF BEGINNING; THENCE NORTH 01°55'32" WEST, ALONG THE WESTERLY LINE OF SAID LOT 32, A DISTANCE OF 73.24 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB 1048", SAID IRON PIPE BEING THE NORTHWESTERLY CORNER OF SAID LOT 32 AND A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A CUL-DE-SAC AT THE SOUTHEASTERLY INTERSECTION OF ALAHAMBRA STREET, A 50.00 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED, AND MORNING SIDE DRIVE, A 60.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°24'34", AN ARC DISTANCE OF 10.16 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°27'16" EAST, 10.11 FEET; THENCE SOUTH 01°55'32" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 74.88 FEET TO THE SOUTHERLY LINE OF SAID LOT 32; THENCE SOUTH 88°47'14" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 738 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Exhibit "D" to Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE 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 32095 ("Buyer") and HERBERT WAYNE WHITE AND CYNTHIA M. WHITE, HUSBAND AND WIFE, whose address is 32 Alhambra Street, Ponte Vedra Beach, FL 32082("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing an easement on a portion of 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 easement rights to the property, shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the Ponte Vedra Drainage Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$40,899.40, which includes compensation for the Perpetual Easement and the Eight (8) month Temporary Construction Easement, the cost of replacement and installation of fencing, irrigation system and landscaping within the Easement area and Temporary Construction Easement area, which is to be provided by and installed by the Seller, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(ii) Cash to Close	Closing Day	\$40,899.40
TOTAL PURCHASE PRICE		\$40,899.40

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

2. Title Evidence.

(a) Buyer agrees, at its sole option and expense, to take all reasonable action to obtain within 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 Easement an policy of title insurance in the amount of the

Purchase Price, insuring Buyer's easement rights 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 10 day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or 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 defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (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) Independent Title of St. Augustine, 2676 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 at the offices of the Escrow Agent, Independent Title of St. Augustine, 2676 US 1 South, St. Augustine, FL 32086, on or before ninety days (90) from the date of this contract ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Seller's Representations. Seller represents to Buyer that he 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.

6. 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 non-exclusive Perpetual Easement conveying easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on 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 Occupancy Tenants (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 easement rights 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.

7. Closing Expenses. Buyer shall pay the cost of the title policy issued pursuant to the Commitment, the cost of recording the non-exclusive Perpetual Easement, all of the expenses in connection with recording fees, the cost of the appraisal in the amount of \$7,573.75 and attorney fees in the amount of \$7,658.10.

8. 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.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for ninety (90) 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. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable, 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.

10. 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 sue for damages 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.

11. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Perpetual Easement.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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 not 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: Herbert Wayne and Cynthia M. White
32 Alhambra Street
Ponte Vedra Beach, FL 32082

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Escrow Agent: Independent Title Company
2676 US 1 South
St. Augustine, Florida 32086

19. Ponte Vedra Drainage Project. It is the intention hereof that the seller will convey to the County a perpetual easement as described in and to said property hereinafter described, for all purposes consistent with the Ponte Vedra Drainage Project in the Ponte Vedra area, or any changes, additions or modifications that may hereafter be made therein, and also the perpetual right to take and use

materials, as well as all other right incident to drainage control project, or any changes, additions or modifications thereof, over, upon and across said property hereinafter described.

20. 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.

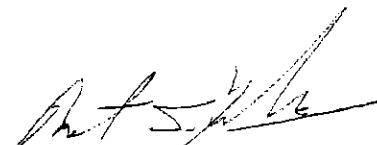
21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.


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

23. 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.


24. 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.

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

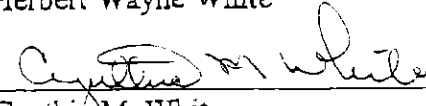

 Witness Name Robert Yecko


 Witness Name Sandra S. Simmons

SELLER:




 Herbert Wayne White



 Cynthia M. White

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of July, 2003, by Herbert Wayne White and Cynthia M. White. They are personally known to me or have produced a driver's license _____ as identification.


Notary Public



Sandra Sue Simmons
MY COMMISSION # DD150306 EXPIRES
November 3, 2006
BONDED THRU TROY FAIR INSURANCE INC.

BUYER:
ST. JOHNS COUNTY, FLORIDA

Witness Name: _____

Witness Name _____

Date: _____
Ben W. Adams, Jr.
County Administrator

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 Public

Deputy Clerk to Attest:

By: _____
Deputy Clerk

EXHIBIT "A"

PARCEL 1 - 10-FOOT PERPETUAL EASEMENT

LEGAL DESCRIPTION: PROPOSED EASEMENT "E" (10.00 WIDE EASEMENT)

A PORTION OF LOT 31, BLOCK 6, OF ST. JOHNS SEAVIEW PARK, UNIT 3, AS RECORDED IN MAP BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 1/2" IRON PIPE, SAID IRON PIPE BEING THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK 33-A, OF PONTE VEDRA, BLOCKS 27 AND 33-A, AS RECORDED IN MAP BOOK 11, PAGE 83, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 88°17'30" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 01°30'51" WEST, ALONG A LINE 20.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 70.40 FEET; THENCE SOUTH 88°47'14" WEST, ALONG A LINE 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE LOT 32, OF SAID ST. JOHNS SEAVIEW PARK, UNIT 3, A DISTANCE OF 111.49 FEET; THENCE NORTH 01°55'32" WEST, A DISTANCE OF 20.00 FEET TO SAID SOUTHERLY LINE OF ST. JOHNS SEAVIEW PARK, UNIT 3 AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 01°55'32" WEST, A DISTANCE OF 75.03 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A CUL-DE-SAC AT THE SOUTHEASTERLY INTERSECTION OF ALAHAMBRA STREET, A 50.00 FOOT WIDE RIGHT OF WAY AS NOW ESTABLISHED, AND MORNING SIDE DRIVE, A 60.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°32'29", AN ARC DISTANCE OF 10.23 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°04'12" EAST, 10.18 FEET; THENCE SOUTH 01°55'32" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 31, A DISTANCE OF 73.24 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "LB 1048", SAID IRON PIPE BEING THE SOUTHEASTERLY CORNER OF SAID LOT 31; THENCE SOUTH 88°47'14" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 738 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

PARCEL 2 - 30-FOOT EIGHT MONTH TEMPORARY CONSTRUCTION EASEMENT

THE WESTERLY 30 FEET OF THE EASTERLY 40 FEET OF LOT 31, BLOCK 6, ST. JOHNS SEAVIEW PARK SUBDIVISION, UNIT 6, AS RECORDED IN MAP BOOK 5, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.