

RESOLUTION NO. 2004- 18

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF FOUR PURCHASE AND SALE AGREEMENTS FOR PURCHASE OF EASEMENTS REQUIRED FOR CONSTRUCTION OF WATER/SEWER TRANSMISSION MAINS PHASE 1 THROUGH THE NORTHERLY PARCELS ADJACENT TO VERMONT HEIGHTS AND THE STATE ROAD 207 CORRIDOR.

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 Water/Sewer Transmission Mains Phase 1 Utility 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 required to install the water/sewer transmission mains on the properties owned by the individuals to begin Phase 1 of the Utility Department budgeted 2004 Capital Improvement Project which will begin at State Road 207 and end at Allen Nease Road water plant; and

WHEREAS, the negotiated purchase prices represented in the Purchase and Sale Agreements were based on appraisals performed by Pacetti Appraisal Services, Inc. and have been approved by St. Johns County Utility Department; and

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.

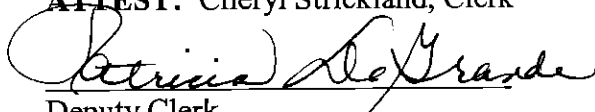
Section 3. The Clerk of the Courts of St. Johns County is instructed to file the original Purchase and Sale Agreements in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 27th day of January, 2004.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.

BY: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 1-28-04



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") **DIANNA M. TAYLOR**, whose address is 3225 State Road 207, Elkton FL 32033 ("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 State Road 207 Utility Line Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is **\$10,000.00**, 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	\$10,000.00
TOTAL PURCHASE PRICE		\$10,000.00

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) Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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, Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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: Dianna M. Taylor
3225 State Road 207
Elkton FL 32033

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

Escrow Agent: Anastasia Title Services, Inc.
2730 US 1 South Suite G
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 State Road 207 Utility Line Project in the Vermont Heights 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.

SELLER:

Debbie Taylor
Witness Name Debbie Taylor

Dianna M. Taylor
Dianna M. Taylor

Nanette Bradbury
Witness Name Nanette Bradbury

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 23rd day of Sept., 2003, by Dianna M. Taylor, who is personally known to me or has produced a driver's license DL as identification.

T460173445130

Debbie Taylor
Notary Public



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"

A PORTION OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND LYING IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION, SAID POINT BEING THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH $00^{\circ}27'05''$ WEST ALONG THE WESTERLY LINE OF SAID SECTION 16, A DISTANCE OF 598.39 FEET TO A POINT ON THE WESTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND THE POINT OF BEGINNING.

THENCE NORTH $62^{\circ}38'07''$ EAST DEPARTING SAID WESTERLY LINE OF SAID SECTION 16 AND ALONG A LINE PARALLEL TO THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS 1599, PAGE 810 OF THE PUBLIC RECORDS OF SAID COUNTY (PARCEL NUMBER 143, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78050-2531) A DISTANCE OF 351.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $30^{\circ}42'26''$ EAST ALONG THE EASTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 20.03 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS 1599, PAGE 810 OF THE PUBLIC RECORDS OF SAID COUNTY (PARCEL NUMBER 143, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78050-2531); THENCE SOUTH $62^{\circ}38'07''$ WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS 1599, PAGE 810 OF THE PUBLIC RECORDS OF SAID COUNTY (PARCEL NUMBER 143, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78050-2531) A DISTANCE OF 362.81 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS 1599, PAGE 810 OF THE PUBLIC RECORDS OF SAID COUNTY (PARCEL NUMBER 143, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78050-2531); THENCE NORTH $00^{\circ}27'05''$ EAST ALONG THE WESTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 AND ALONG THE WESTERLY LINE OF SAID SECTION 16, A DISTANCE OF 22.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,138 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

PARCEL TWO

A PORTION OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND LYING IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION, SAID POINT BEING THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 00°27'05" WEST ALONG THE WESTERLY LINE OF SAID SECTION 16, A DISTANCE OF 202.21 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1183, PAGE 1812 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND THE POINT OF BEGINNING.

THENCE NORTH 83°49'36" EAST, DEPARTING SAID WESTERLY LINE OF SECTION 16, A DISTANCE OF 20.13 FEET; THENCE SOUTH 00°27'05" WEST, A DISTANCE OF 387.95 FEET; THENCE SOUTH 62°37'43" WEST, A DISTANCE OF 22.61 FEET TO SAID WESTERLY LINE OF SECTION 16; THENCE NORTH 00°27'05" EAST ALONG SAID WESTERLY LINE OF SAID SECTION 16, A DISTANCE OF 396.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,840 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of September 9, 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 32084 ("Buyer") and **MADALYN L. MUSSALLEM AND ANTHONY J. MUSSALLEM, HUSBAND AND WIFE**, whose address is 100 St. Augustine South Drive, St. Augustine FL 32086 ("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 State Road 207 Utility Line Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is **\$10,000.00**, 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	\$10,000.00

TOTAL PURCHASE PRICE **\$10,000.00**

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) Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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, Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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: Madalyn L. Mussallem and Anthony J. Mussallem
100 St. Augustine South Drive
St. Augustine FL 32084

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

Escrow Agent: Anastasia Title Services, Inc.
2730 US 1 South Suite G
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 State Road 207 Utility Line Project in the Vermont Heights 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.

SELLER:

Rudeen Branam
Witness Name _____

Jerry G. Smith
Witness Name _____

Madalyn L. Mussallem
Madalyn L. Mussallem

Anthony J. Mussallem
Anthony J. Mussallem

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 9 day of 08, 2003, by Madalyn L. Mussallem and Anthony J. Mussallem, husband and wife. Who is personally known to me or has produced a driver's license M 245-010-39-374-0 as identification.



ANGELA M. ENGLAND
Notary Public, State of Florida
My comm. expires April 10, 2007
Comm. No. DD 202232

Angela M. England
Notary Public

**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 Public

Deputy Clerk to Attest:

By: _____
Deputy Clerk

EXHIBIT "A"

PARCEL ONE:

A portion of lands as intended to be described in Official Records 1355, Page 568 of the public records of St. Johns County and lying in Sections 9 and 16, Township 8 South, Range 29 East, being more particularly described as follows:

For a point of reference, Commence at a 4" x 4" concrete monument, no identification, said point being the northwest corner of said Section 16; thence south 00 degrees 27 minutes 05 seconds west along the westerly line of said Section 16, a distance of 598.39 feet; thence north 62 degrees 38 minutes 07 seconds east departing said westerly line of said Section 16, a distance of 551.09 feet to a point on the westerly line of lands as intended to be described in Official Records 1355, Page 568 of the public records of St. Johns County and the point of beginning.

Thence north 62 degrees 38 minutes 07 seconds east departing said westerly line of lands as intended to be described in Official Records 1355, page 568 of the public records of said County and along a line parallel to the northerly line of lands as described in Official Records 1694, page 943 of the public records of said County (Parcel Number 107, Part "A", Florida Department of Transportation right of way map, Section 78050-2531) a distance of 167.84 feet to a point of curvature of a curve being concave northwesterly and having a radius of 3,461.95 feet; thence northeasterly along the arc of said curve through a central angle of 09 degrees 58 minutes 50 seconds an arc distance of 603.05 feet to a point on the westerly line of said lands as intended to be described in Official Records 1694, Page 943, Parcel No. 107, Part "B" of the public records of said County, said curve being subtended by a chord bearing and distance of north 57 degrees 38 minutes 42 seconds east, 602.29 feet; thence south 37 degrees 20 minutes 44 seconds east along the westerly line of said lands as intended to be described in Official Records 1694, Page 943, Parcel No. 107, Part "B" of the public records of said County, a distance of 20.00 feet to the southwesterly corner of said lands as described in Official Records 1694, page 943 Parcel No. 107, Part "B" of the public records of said County and a point on a curve being concave northwesterly and having a radius of 3481.95 feet; thence southwesterly along the arc of said curve, through a central angle of 9 degrees 58 minutes 50 seconds, a distance of 606.53 feet to the point of tangency, said curve being subtended by a chord bearing and distance of south 57 degrees 38 minutes 42 seconds west, 605.77 feet; thence south 62 degrees 38 minutes 07 seconds west along the north line of said lands as described in Official Records 1694, page 943 of the public records of said County (Parcel Number 107, Part "A", Florida Department of Transportation right of way map, Section 78050-2531) a distance of 166.68 feet to the northwesterly corner of said lands as described in Official Records 1694, page 943 of the public records of said County (Parcel Number 107, Part "A", Florida Department of Transportation right of way map, Section 78050-2531); thence north 30 degrees 42 minutes 26 seconds west along the westerly line of said lands as intended to be described in Official Records 1355, Page 568, a distance of 20.03 feet to the point of beginning.

PARCEL TWO:

A portion of lands as intended to be described in Official Records 1355, Page 568 of the public records of St. Johns County and lying in Sections 9, Township 8 South, Range 29 East, being more particularly described as follows:

For a point of reference, commence at a 4" x 4" concrete monument, no identification, said point being the northwest corner of said Section 16; thence south 00 degrees 27 minutes 05 seconds west along the westerly line of said Section 16, a distance of 598.39 feet; thence north 62 degrees 38 minutes 07 seconds east departing said westerly line of said Section 16, and along a line parallel to the northerly right of way line of State Road No. 207 as shown on Florida Department of Transportation Right of Way Map Section 78050-2531, a Distance of 789.89 feet to a point of curvature of a curve concave northwesterly and having a radius of 3461.95 feet; thence northeasterly along the arc of said curve through a central angle of 13 degrees 18 minutes 47 seconds an arc distance of 804.40 feet to a point on the easterly line of lands as described in Official Records 1694, page 943, Parcel No. 107, Part "B" of the public records of St. Johns County and the point of beginning, said curve being subtended by a chord bearing and distance of North 54 degrees 47 minutes 06 seconds east, 802.59 feet.

Thence continue northeasterly along the arc of said curve, departing said easterly line of lands as described in Official Records 1694, page 943, Parcel No. 107, Part "B" of the public records of said County and along a line parallel to the northerly line of lands as described in Official Records 1694, page 943, Parcel No. 107, Part "A" of the public records of said County, through a central angle of 07 degrees 36 minutes 24 seconds an arc distance of 459.62 feet to a point on the easterly line of said lands as intended to be described in Official Records 1355, page 568 of the public records of said County, said curve being subtended by a chord bearing and distance of North 44 degrees 19 minutes 31 seconds east, 459.28 feet; thence south 53 degrees 30 minutes 53 seconds east along the easterly line of said lands as intended to be described in Official Records 1355, page 568 of the public records of said County, a distance of 20.05 feet to the northeasterly corner of said lands as described in Official Records 1694, page 943, Parcel No. 107, Part "A" of the public records of said County and a point on a curve being concave northwesterly and having a radius of 3481.95 feet; thence southwesterly along the arc of said curve, through a central angle of 07 degrees 37 minutes 48 seconds, an arc distance of 463.69 feet to a point on the easterly line of lands as described in Official Records 1694, page 943, Parcel No. 107, Part "B" of the public records of said County, said curve being subtended by a chord bearing and distance of south 44 degrees 18 minutes 49 seconds west, 463.34 feet; thence north 41 degrees 52 minutes 16 seconds west along the east line of said lands as described in Official Records 1694, page 943, Parcel No. 107, Part "B" of the public records of said County, a distance of 20.00 feet to the point of beginning.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of September 24, 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 C T T INVESTMENTS, INC., A Florida Corporation, whose address is 4617 Legends Lane, Elkton FL 32033 ("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 State Road 207 Utility Line Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$ 4,900⁰⁰/₁₀₀, 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	\$ <u>4,900⁰⁰</u>
TOTAL PURCHASE PRICE		\$ <u>4,900⁰⁰</u> *

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

1 8-inch
* Buyer also agrees to provide a "T" with corporation stop for Seller to connect to ^{the} utility line in the future.

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) Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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, Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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: C T T Investments, Inc.
4617 Legends Lane
Elkton FL 32033

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

Escrow Agent: Anastasia Title Services, Inc.
2730 US 1 South Suite G
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 State Road 207 Utility Line Project in the Vermont Heights 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.

SELLER:
C T T Investments, Inc.

By: Chiahsung C. Tai
Its: Secretary

Dale B. Smith
Witness Name Dale B. Smith

Robert J. Freeman
Witness Name Robert J. Freeman

STATE OF FLORIDA
COUNTY OF PLUM

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER 2003, by Chiahsung C. Tai, of C T T Investments, Inc. Who is personally known to me or has produced a driver's license T000-103-41-407-0 as identification.



Jodie Hancock
Notary Public

**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 Public

Deputy Clerk to Attest:

By: _____
Deputy Clerk

EXHIBIT "A"

A portion of lands as intended to be described in Official Records 881, page 852 of the public records of St. Johns County and lying in Section 9, Township 8 South, Range 29 East, being more particularly described as follows:

For a point of reference, commence at a 4" x 4" concrete monument, no identification, said point being the northwest corner of said section 16; thence south 00 degrees 27 minutes 05 seconds west along the westerly line of said section 16, a distance of 660.37 feet to a point on the former northwesterly right of way line of State Road No. 207, a 100 foot width right of way as previously established (Florida Department of Transportation right of way map, Section 7805-(175)176), dated 1955; thence north 62 degrees 38 minutes 07 seconds east departing said westerly line of said section 16 and along said former northwesterly right of way line, a distance of 819.98 feet to a point of curvature, said curve being concave northeasterly and having a radius of 2,816.93 feet; thence southeasterly along the arc of said curve through a central angle of 26 degrees 09 minutes 00 seconds, a distance of 1,285.66 feet to a point of tangency and the southwesterly corner of lands as intended to be described in Official Records 881, page 852 of the public records of St. Johns County and the point of beginning, said curve being subtended by a chord bearing and distance of north 49 degrees 33 minutes 37 seconds east, 1,274.53 feet.

Thence north 53 degrees 30 minutes 53 seconds west along said westerly line of lands as intended to be described in Official Records 881, page 852 of the public records of St. Johns County, a distance of 20.00 feet; thence north 36 degrees 29 minutes 07 seconds east, departing said westerly line of lands as intended to be described in Official Records 881, page 852 of the public records of said County, a distance of 895.92 feet to a point on the easterly line of lands as intended to be described in Official Records 881, page 852 of the public records of said County; thence south 22 degrees 57 minutes 49 seconds east along said easterly line of lands as intended to be described in Official Records 881, page 852 of the public records of said County, a distance of 23.22 feet to its intersection with the northwesterly right of way line of said State Road 207, thence south 36 degrees 29 minutes 07 seconds west along said northwesterly right of way line a distance of 884.11 feet to the point of beginning.

Subject to a 30-foot wide drainage easement as described in Official Records 319, page 73 of the public records of St. Johns County.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of 11/24, 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") **DEER PARK INVESTMENT CORPORATION, A Florida Corporation**, whose address is 8016 Acorn Ridge Road, Jacksonville FL 32256 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing a non-exclusive 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, the Buyer has agreed to replace any landscaping damaged during future maintenance and repair any driveway damaged during future maintenance of the Easement area; and

WHEREAS, it is in the public interest for the Buyer to acquire non-exclusive easement to the property, shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for the State Road 207 Utility Line Project; and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is **\$20,000.00**, 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)	\$ 2,000.00
(ii) Cash to Close	Closing Day	\$18,000.00
TOTAL PURCHASE PRICE		\$20,000.00

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) Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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, Anastasia Title Services, Inc., 2730 US 1 South Suite G, 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 sixty (60) 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 shall receive an immediate refund of the Deposit, and terminate this Agreement, Buyer 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. (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: Deer Park Investment Corporation
8016 Acorn Ridge Road
Jacksonville FL 32256

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

Escrow Agent: Anastasia Title Services, Inc.
2730 US 1 South Suite G
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 State Road 207 Utility Line Project in the Vermont Heights 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.

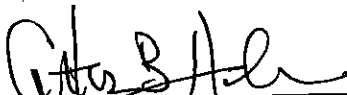
22. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

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.

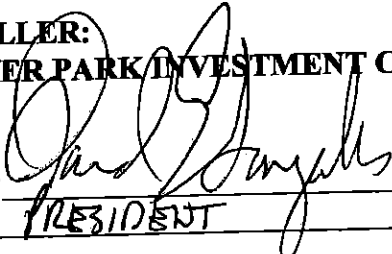
24. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

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


Witness Name Patricia K. Powell


Witness Name Curtis B. Hale

SELLER:
DEER PARK INVESTMENT CORP.

By: 
Its: PRESIDENT

BUYER:
ST. JOHNS COUNTY, FLORIDA

_____ Date: _____

Ben W. Adams, Jr.
County Administrator

Witness Name: _____

Witness Name _____

Deputy Clerk to Attest:

By: _____
Deputy Clerk

“EXHIBIT A”

PARCEL ONE:

A PORTION OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION, SAID POINT BEING THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 00°27'05" WEST ALONG THE WESTERLY LINE OF SAID SECTION 16, A DISTANCE OF 660.37 FEET TO A POINT ON THE FORMER NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO 207, A 100 FOOT WIDTH RIGHT OF WAY AS FORMERLY ESTABLISHED (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 7805-(175)176); THENCE NORTH 62°38'07" EAST DEPARTING SAID WESTERLY LINE OF SAID SECTION 16 AND ALONG SAID FORMER NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 819.98 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,816.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°09'00", A DISTANCE OF 1,285.66 FEET TO THE POINT OF TANGENCY SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°33'37" EAST, 1,274.53 FEET; THENCE NORTH 36°29'07" EAST, A DISTANCE OF 884.11 FEET TO THE SOUTHWESTERLY CORNER OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AND THE POINT OF BEGINNING.

THENCE NORTH 22°57'49" WEST ALONG SAID SOUTHWESTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, A DISTANCE OF 23.22 FEET; THENCE NORTH 36°29'07" EAST, DEPARTING SAID SOUTHWESTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 111.14 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1694, PAGE 943, PARCEL NO. 147 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 53°30'41" EAST ALONG SAID SOUTHWESTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1694, PAGE 943, PARCEL NO. 147 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 20.00 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 207; THENCE SOUTH 36°29'07" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 122.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,341 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

PARCEL TWO:

A PORTION OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY AND LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION, SAID POINT BEING THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 00°27'05" WEST ALONG THE WESTERLY LINE OF SAID SECTION 16, A DISTANCE OF 660.37 FEET TO A POINT ON THE FORMER NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO 207, A 100 FOOT WIDTH RIGHT OF WAY AS FORMERLY ESTABLISHED (FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 7805-(175)176); THENCE NORTH 62°38'07" EAST DEPARTING SAID WESTERLY LINE OF SAID SECTION 16 AND ALONG SAID FORMER NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 819.98 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,816.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°09'00", A DISTANCE OF 1,285.66 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°33'37" EAST, 1,274.53 FEET; THENCE NORTH 36°29'07" EAST, A DISTANCE OF 1169.43 FEET TO THE SOUTHEASTERLY CORNER OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1694, PAGE 943, PARCEL NO. 147, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND THE POINT OF BEGINNING.

THENCE NORTH 13°41'19" WEST ALONG SAID EASTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1694, PAGE 943, PARCEL NO. 147 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, A DISTANCE OF 26.04 FEET; THENCE NORTH 36°29'07" EAST, DEPARTING SAID NORTHEASTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1694, PAGE 943, PARCEL NO. 147 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 551.80 FEET TO A POINT ON THE EASTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 53°30'41" EAST ALONG SAID NORTHEASTERLY LINE OF LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS 1649, PAGE 1649, PARCEL 1, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 20.00 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 207; THENCE SOUTH 36°29'07" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 568.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,203 SQUARE FEET OR 0.26 ACRES, MORE OR LESS