

RESOLUTION NO. 2008- 118

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN PURCHASE AND SALE AGREEMENTS OF EASEMENT FOR DRAINAGE IMPROVEMENTS ALONG SOUTH WILDERNESS TRAIL IN PALM VALLEY.

RECITALS

WHEREAS, Jay Bennett and Stephanie Hammond, and John and Susan Wheeler, owners of property located along South Wilderness Trail in Palm Valley, have executed and presented to the County a Purchase and Sale Agreements of Easement for drainage purposes, attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the Intracoastal Wilderness Area Basin Improvements project was the result of a County Wide Drainage Study completed in 2004; and

WHEREAS, drainage improvements are needed to upgrade the existing conveyance facilities and reduce localized flooding; and

WHEREAS, it is in the best interest of the County to accept these Purchase and Sale Agreements of Easement to ensure proper drainage for the health, safety and welfare of the citizens in that area.

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 above described Purchase and Sale Agreements of Easement attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

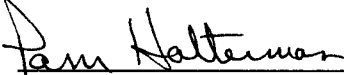
Section 3. The Clerk of the Circuit Court is instructed to file the original Purchase and Sale Agreements of Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 29th day of April, 2008.

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

By: 
Thomas G. Manuel, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 5/2/08



Exhibit "A"

to the Resolution.

PURCHASE AND SALE AGREEMENT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2008, 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 **JAY C. BENNETT, a single man and STEPHANIE K. HAMMOND, a single woman**, whose address is 149 South Wilderness Trail, Ponte Vedra Beach, Florida 32082-3821 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing a drainage easement on a portion of property owned by 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 on said property described on Exhibit "A", (hereinafter "Property") for drainage improvements as described in the Grant of Easement, Exhibit "B", attached hereto, incorporated by reference and made a part hereof.

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is Three Thousand Four Hundred Sixty and 00/100 dollars (\$3,460.00) including landscaping replacement cost. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<u>\$3,460.00</u>

TOTAL PURCHASE PRICE **\$3,460.00**

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

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 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 owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

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

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

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

(b) Buyer shall notify Seller in writing ("Title Notice") within ten (10) days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have sixty (60) days from the date it receives the Title Notice within which to cure such defect or denial (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 or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.

3. Identity and Obligation of Escrow Agent.

(a) **ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC.**, 3670 US 1 South, Suite 110, 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 perpetual exclusive easement (“Closing”) shall take place at the offices of Action Title Services of St. Johns County, Inc., 3670 US 1 South, Suite 110, St. Augustine, FL 32086, on or before one hundred twenty (120) from the date of this Agreement (“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) an exclusive perpetual Drainage Easement (“Easement”) conveying the 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, 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 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 owner’s title policy issued pursuant to the Commitment, the cost of recording the 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. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer’s intended use, or that there are other circumstances that negatively affect the Buyer’s intended use, then 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 is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller’s obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option either may terminate this Agreement and 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.

12. 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 Deed.

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

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

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

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

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

18. 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.

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

Seller: Jay C. Bennett and Stephanie K. Hammond
149 South Wilderness Trail
Ponte Vedra Beach, Florida 32082-3821

Buyer: St. Johns County, Florida, a political subdivision
of the State of Florida
4020 Lewis Speedway
St. Augustine, Florida 32084

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. Seller agrees to pay any 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.

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

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

27. Culvert Installation. A culvert for future driveway access shall be installed by contractor as part of the drainage construction project.

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

WITNESSES:

Linda White 4/1/08
 Signature Date
Linda White
 Print
Cecilia Aldrich 4/1/08
 Signature Date
Cecilia Aldrich
 Print

SELLERS:

J. Bennett 4-1-08
 Jay C. Bennett Date
Stephanie K. Hammond 4-1-08
 Stephanie K. Hammond Date

WITNESSES:

Signature Date

Print

Signature Date

Print

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

By: _____
Michael D. Wanchick Date
County Administrator

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Exhibit "A"

A FIVE (5) FOOT WIDE DRAINAGE EASEMENT BEING A PART OF TRCT 41, PALM VALLEY GARDENS UNIT 5, AS RECORDED IN MAP BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 41, PALM VALLEY GARDENS UNIT 5 AND RUN NORTH 12° 09' 00" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH WILDERNESS TRAIL (A 60 FOOT RIGHT OF WAY), A DISTANCE OF 59.20 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 12° 09' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.85 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS OF SAID COUNTY IN BOOK 2273, PAGE 114; THENCE NORTH 56° 47' 03" EAST, ALONG LAST SAID NORTHERLY DEED LINE, A DISTANCE OF 5.36 FEET; THENCE SOUTH 12° 09' 00" EAST, A DISTANCE OF 152.78 FEET TO A POINT; THENCE SOUTH 77° 51' 00" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Prepared by:
Cecelia Aldrich
St. Johns County
Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

to the Purchase and Sale
Agreement of Easement

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____, 2008 between **JAY C. BENNETT, a single man and STEPHANIE K. HAMMOND, a single woman as joint tenants with right of survivorship**, whose address is 149 South Wilderness Trail, Ponte Vedra Beach, Florida 32082-3821, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and perpetual easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, maintain, improve, and/or repair either above or below the surface of the ground, drainage facilities for storm water run-off only, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

Property as described on attached Exhibit "A", incorporated by reference and made a part hereof.

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of rights herein granted.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

Grantors:

(Sign) _____

Jay C. Bennett

(Print) _____

(Sign) _____

Stephanie K. Hammond

(Print) _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2008,
by **JAY C. BENNETT and STEPHANIE K. HAMMOND**, who are personally known to me or have
produced _____ as identification.

Notary Public

My Commission Expires: _____

Exhibit "A"
to Grant of Easement

A FIVE (5) FOOT WIDE DRAINAGE EASEMENT BEING A PART OF TRCT 41, PALM VALLEY GARDENS UNIT 5, AS RECORDED IN MAP BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 41, PALM VALLEY GARDENS UNIT 5 AND RUN NORTH 12° 09' 00" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH WILDERNESS TRAIL (A 60 FOOT RIGHT OF WAY), A DISTANCE OF 59.20 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 12° 09' 00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.85 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS OF SAID COUNTY IN BOOK 2273, PAGE 114; THENCE NORTH 56° 47' 03" EAST, ALONG LAST SAID NORTHERLY DEED LINE, A DISTANCE OF 5.36 FEET; THENCE SOUTH 12° 09' 00" EAST, A DISTANCE OF 152.78 FEET TO A POINT; THENCE SOUTH 77° 51' 00" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
to the Resolution

PURCHASE AND SALE AGREEMENT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2008, 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 **JOHN MELVIN WHEELER and SUSAN ANN WHEELER**, 13 South Wilderness Trail, Ponte Vedra Beach, Florida 32082-3822.

WITNESSETH:

WHEREAS, the County is desirous of purchasing a drainage easement on a portion of the property owned by 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 on said property described on Exhibit "A", (hereinafter "Property") for drainage improvements as described in the Grant of Easement, Exhibit "B", attached hereto, incorporated by reference and made a part hereof.

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is Eight Thousand Four Hundred Thirty-seven and 00/100 dollars (\$8,437.00) which includes replacement cost for fence. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<u>\$8,437.00</u>
TOTAL PURCHASE PRICE		<u>\$8,437.00</u>

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

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 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 owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

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

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

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

3. 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 Action Title Services of St. Johns County, Inc., 3670 US 1 South, Suite 110, St. Augustine, FL 32086, on or before one hundred eighty (180) from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

4. 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.

5. 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) an exclusive perpetual Drainage Easement (“Easement”) conveying the easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(b) At the Closing, 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 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.

6. Closing Expenses. Buyer shall pay the cost of the owner’s title policy issued pursuant to the Commitment, the cost of recording the Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

7. 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 Easement.

8. 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.

9. 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.

10. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one hundred twenty (120) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. 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.

12. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, **or that there are other circumstances that negatively affect the Buyer's intended use, then** 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 is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

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

Seller: John Melvin Wheeler and Susan Ann Wheeler
13 South Wilderness Trail
Ponte Vedra Beach, Florida 32082-3822

Buyer: St. Johns County, Florida, a political subdivision
Of the State of Florida
4020 Lewis Speedway
St. Augustine, Florida 32084

16. 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.

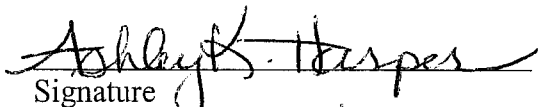
17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. 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.

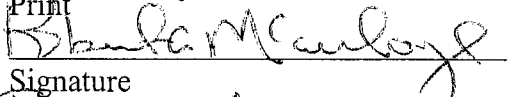
19. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

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

WITNESSES:

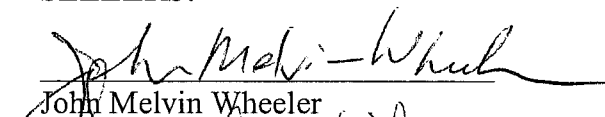

Signature

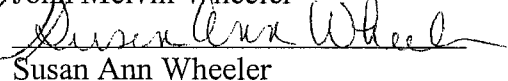
Ashley K. Harper
Print


Signature

Roberta McCullough
Print

SELLERS:


John Melvin Wheeler


Susan Ann Wheeler

WITNESSES:

Signature

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

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

By: _____
Michael D. Wanchick Date
County Administrator

Exhibit "A"
to Purchase and Sale Agreement
of Easement

A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT BEING DESCRIBED AS THE EASTERLY 15 FEET OF TRACT 11, PALM VALLEY GARDENS UNIT 5, AS RECORDED IN MAP BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by **JOHN MELVIN WHEELER and SUSAN ANN WHEELER**, who are personally known to me or have produced _____ as identification.

Notary Public

My Commission Expires: _____

Exhibit "B"
to the Purchase and Sale Agreement
of Easement

Prepared by:
Cecelia Aldrich
St. Johns County
Real Estate Division
4020 Lewis Speedway
St. Augustine, Florida 32084

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____, 2008 between **JOHN MELVIN WHEELER and SUSAN ANN WHEELER**, 200 South Wilderness Trail, Ponte Vedra Beach, Florida 32082-3822, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called the Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and perpetual easement with the right, privilege, and authority to said Grantee, its successors and assigns, the right to construct, lay, maintain, improve, and/or repair either above or below the surface of the ground, drainage facilities, on, along, over, through, across, or under the following described land situate in St. Johns County, Florida to wit:

**Property as described on attached Exhibit "A", incorporated
by reference and made a part hereof.**

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said above described premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easement, privileges, and appurtenances in and to said land which may be required for the enjoyment of rights herein granted.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

Grantors:

(Sign) _____

John Melvin Wheeler

(Print) _____

(Sign) _____

Susan Ann Wheeler

(Print) _____

Exhibit "A"

to Grant of Easement

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