

RESOLUTION NO. 2010- 266

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THREE PURCHASE AND SALE AGREEMENTS FOR PROPERTY NEEDED FOR THE COUNTY ROAD 13 BRIDGE REPLACEMENT.**

**RECITALS**

**WHEREAS**, three separate property owners have executed and presented to the County Purchase and Sale Agreements, attached hereto as Exhibits "A", "B" and "C", incorporated by reference and made a part hereof; and

**WHEREAS**, the owner Charlie Lee Bradbury, agrees to sell the needed right of way for \$7,200.00, owner TRIGEBBS Investments, LLC., agrees to sell the needed right of way for \$400.00 and owner W. L. Williams, agrees to sell the needed right of way for \$3,500.00. HDR One Company, the Consulting Engineers has identified five properties and these represent three of the properties required for the replacement of the County Road 13 Bridge Replacement; and

**WHEREAS**, the bridge is located over a portion of Deep Creek and is a 31 foot single span concrete deck with timber pilings. A bridge inspection by FDOT determined the bridge is structurally deficient and weight restricted; and

**WHEREAS**, the bridge replacement improvements will improve traffic flow on East St. Johns Avenue, in Hastings, Florida; and

**WHEREAS**, this is a Capital Transportation Improvement Project.

**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 hereby approves the terms of the three Purchase and Sale Agreements and authorizes the County Administrator to execute the Purchase and Sale Agreements and move forward to close this transaction.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk is instructed to file the original Purchase and Sale Agreements in the Clerks Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7th day of December, 2010.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: 

Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Pam Halteman  
Deputy Clerk

RENDITION DATE 12/15/10

EXHIBIT "A" TO RESOLUTION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of \_\_\_\_\_, 2010, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") CHARLIE LEE BRADBURY("Seller"), whose address is 440 East St. Johns Avenue, Hastings, Florida 32145.

WITNESSETH:

WHEREAS, the County is desirous of purchasing 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 fee simple ownership of additional right of way, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$ \$7,200.00, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit to be held in Escrow by Escrow Agent (hereinafter defined)	Due within thirty (30) days of Commission Approval (hereinafter defined)	\$ 720.00
(ii) Cash to Close	Closing Day	\$6,480.00
<b>TOTAL PURCHASE PRICE</b>		<hr/> \$7,200.00

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

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (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 Deed, 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.

4. Identity and Obligation of Escrow Agent.

(a) Action Title Services of St. Johns County, Inc., 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.

5. 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, Action Title Services of St. Johns County, Inc. on or before \_\_\_\_\_ (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

7. 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.

8. 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 general warranty deed ("Deed") conveying the fee simple title 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 Property 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.

9. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, property taxes to day of closing, and any other affiliated recording fees. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

20. 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.

21. 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: Charlie Lee Bradbury  
440 East St. Johns Avenue  
P.O. Box 643  
Hastings, Florida 32145-0643

Buyer: St. Johns County, Florida, a political subdivision  
Of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Escrow Agent: Action Title Services of St. Johns County, Inc.  
3670 US 1 South Suite 110  
St. Augustine, Florida 32086

22. 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.

23. 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.

24. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

25. 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.

26. 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.

27. 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.)

28. 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 Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

29. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

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

WITNESSES:

[Signature]  
Signature \_\_\_\_\_ Date \_\_\_\_\_

GLORIA F. SARTIN  
Print \_\_\_\_\_

[Signature]  
Signature \_\_\_\_\_ Date \_\_\_\_\_

CHARLES E. PELICER  
Print \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

ATTEST: Cheryl Strickland, Clerk

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

SELLERS:

[Signature]  
Charlie Lee Bradbury \_\_\_\_\_ Date \_\_\_\_\_

BUYER:

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

By: \_\_\_\_\_  
Michael D. Wanchick \_\_\_\_\_ Date \_\_\_\_\_  
County Administrator

Legally Sufficient:

By: \_\_\_\_\_  
Deputy County Attorney

Date: \_\_\_\_\_

Deposit received by

\_\_\_\_\_  
(Escrow Agent), which the Escrow Agent  
agrees to return in accordance with the terms  
and conditions within the Agreement.

**ESCROW AGENT**

By: (Title Company Name)

Name: \_\_\_\_\_

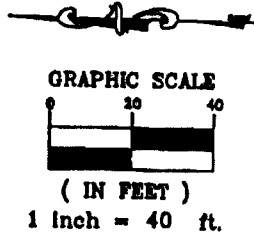
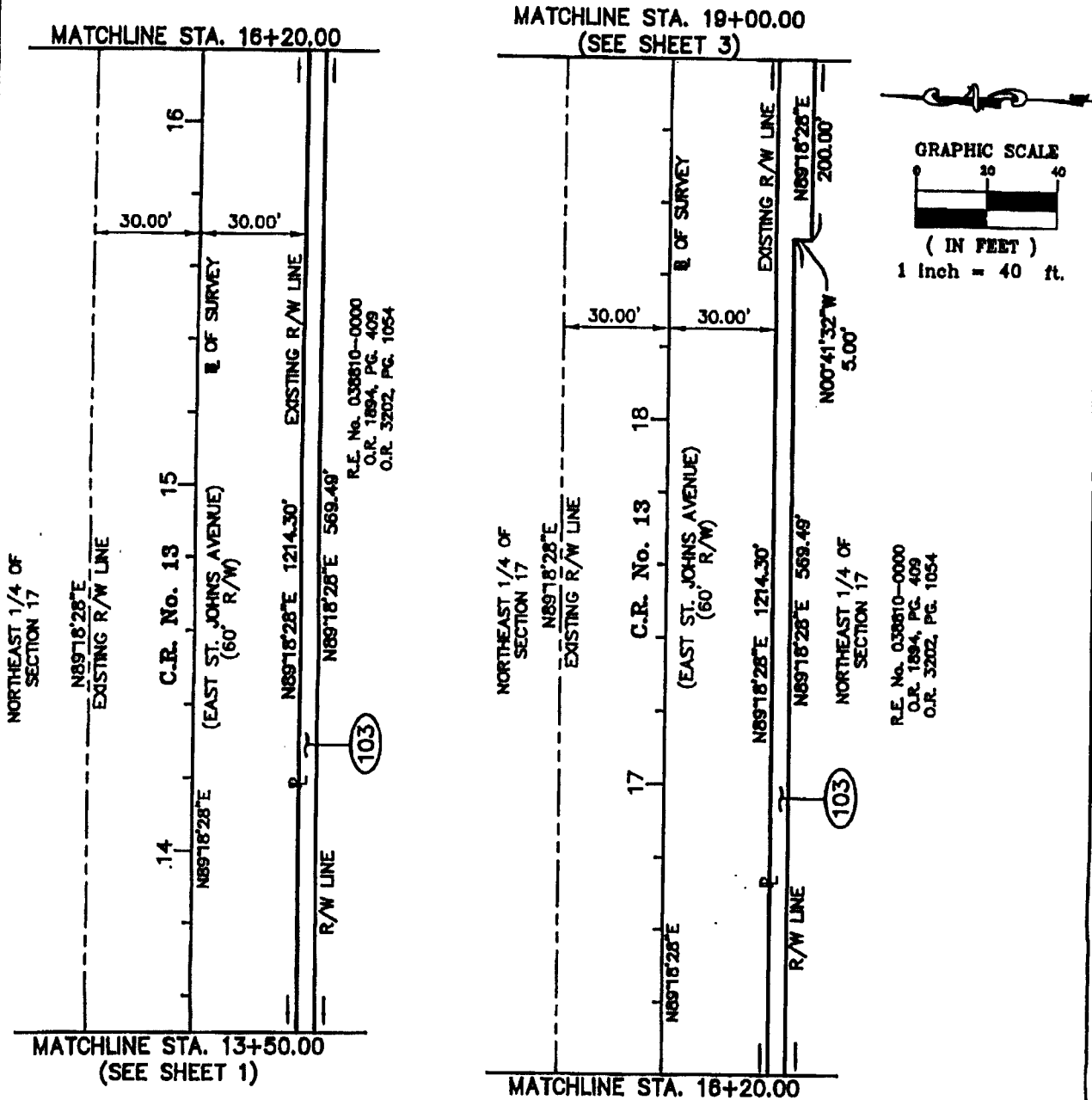
Title: \_\_\_\_\_

Date: \_\_\_\_\_



# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA



SEE SHEET 1 FOR GENERAL NOTES & LEGEND

SHEET 2 OF 5

JOB NO. 2008-973-5  
 DRAFTER JLS  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 8J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*Dennis E. Elswick*  
**DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190**

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 L.S. NO. 3731  
 3830 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 366-2703  
 WWW.CLARYASSOC.COM



# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

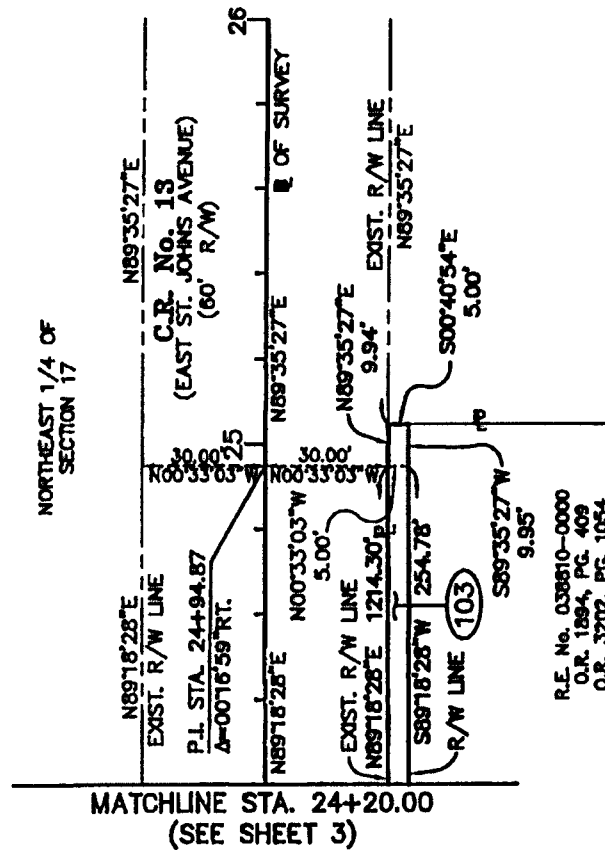


GRAPHIC SCALE



( IN FEET )

1 inch = 40 ft.



NORTHEAST 1/4 OF SECTION 17

NORTHEAST 1/4 OF SECTION 17

R.E. No. 038810-0000  
O.R. 1884, PG. 409  
O.R. 3202, PG. 1054

SEE SHEET 1 FOR GENERAL NOTES & LEGEND

SHEET 4 OF 5

JOB NO. 2008-873-5  
 DRAFTER JLS  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1" = 40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

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*Dennis E. Elswick*  
**DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190**

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

PARCEL 103 (FEE SIMPLE RIGHT OF WAY)

A PART OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1894, PAGE 409, AND OFFICIAL RECORDS VOLUME 3202, PAGE 1054, OF THE PUBLIC RECORDS OF SAID COUNTY), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°49'26" EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1,336.83 FEET TO THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVENUE)(A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°18'28" EAST, DEPARTING SAID WESTERLY LINE OF THE NORTHEAST 1/4, ALONG SAID BASELINE OF SURVEY OF COUNTY ROAD NO. 13, A DISTANCE OF 73.00 FEET; THENCE SOUTH 00°49'26" EAST, DEPARTING LAST SAID BASELINE, A DISTANCE OF 30.00 FEET TO AN INTERSECTION OF THE EASTERLY EXISTING RIGHT OF WAY LINE OF MAPLE STREET (A 50 FOOT RIGHT OF WAY PER PLAT OF J.J. BROWN'S SUBDIVISION OF HASTINGS, AS RECORDED IN MAP BOOK 2, PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY), WITH THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 13, AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13 THE FOLLOWING 2 COURSES AND DISTANCES: 1): NORTH 89°18'28" EAST, 1,214.30 FEET; 2): NORTH 89°35'27" EAST, 9.84 FEET; THENCE SOUTH 00°40'54" EAST, DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°35'27" WEST, A DISTANCE OF 9.95 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 254.78 FEET; THENCE SOUTH 00°41'32" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°41'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 00°41'32" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°41'32" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°18'28" WEST, A DISTANCE OF 569.49 FEET TO THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF MAPLE STREET; THENCE NORTH 00°49'26" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,571 SQUARE FEET, (0.220 ACRES), MORE OR LESS.

SHEET 5 OF 5

JOB NO. 2008-873-5  
DRAFTER JLS  
P.C. N/A  
F.B. N/A PG. N/A  
SCALE N/A  
DATE JUNE 1, 2010  
CHECKED BY:

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DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190

  
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WWW.CLARYAS300.COM

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **TRIGEBBS INVESTMENTS, LLC.** ("Seller"), whose mailing address is 5305 AIA South, St. Augustine, Florida 32080.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing 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 fee simple ownership of additional right of way, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

**NOW THEREFORE**, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is **\$400.00**, 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 thirty (30) days of Commission Approval (hereinafter defined)	<b>\$ 100.00</b>
(ii) Cash to Close	Closing Day	<b>\$ 300.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$400.00</b>

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

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (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 Deed, 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"):

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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.

4. Identity and Obligation of Escrow Agent.

(a) Action Title Services of St. Johns County, Inc., 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.

5. 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, Action Title Services of St. Johns County, Inc. on or before \_\_\_\_\_ (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

7. 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.

8. 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 general warranty deed ("Deed") conveying the fee simple title 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 Property 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.

9. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, property taxes to day of closing, and any other affiliated recording fees. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

20. 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.

21. 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: TRIGEBBS INVESTMENTS, LLC.  
5305 AIA South  
St. Augustine, Florida 32080

Buyer: St. Johns County, Florida, a political subdivision  
Of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084

Escrow Agent: Action Title Services of St. Johns County, Inc.  
3670 US 1 South Suite 110  
St. Augustine, Florida 32086

22. 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.

23. 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.

24. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

25. 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.

26. 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.

27. 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.)

28. 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 Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

Deposit received by

\_\_\_\_\_,  
(Escrow Agent), which the Escrow Agent  
agrees to return in accordance with the terms  
and conditions within the Agreement.

**ESCROW AGENT**

By: (Title Company Name)

Name: \_\_\_\_\_

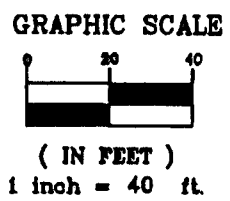
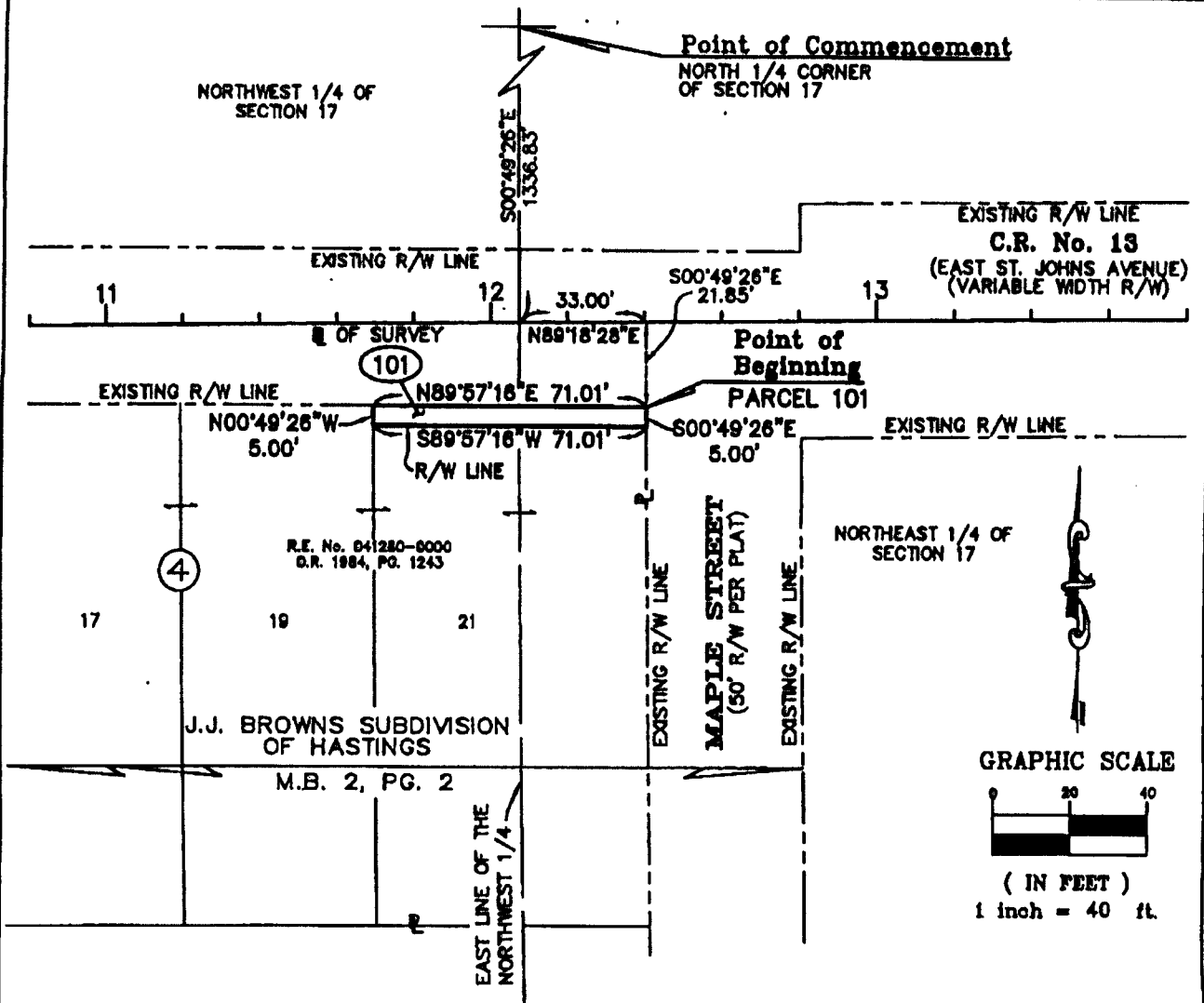
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA



- LEGEND**
- C.R. = COUNTY ROAD
  - M.B. = MAP BOOK
  - No. = NUMBER
  - O.R. = OFFICIAL RECORDS
  - Pg. = PAGE
  - R/W = RIGHT OF WAY

**GENERAL NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVE.), ST. JOHNS COUNTY, FLORIDA AS NORTH  $89^{\circ}18'28''$  EAST. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1980 NOS ADJUSTMENT.)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

JOB NO. 2008-973-8  
 DRAFTER JLS  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*Dennis E. Elswick*  
**DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190**

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3721  
 3520 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32217  
 (904) 290-2703  
 WWW.CLARYASSOC.COM

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

PARCEL 101 (FEE SIMPLE RIGHT OF WAY)

A PART OF LOT 21, BLOCK 4, J.J. BROWNS SUBDIVISION OF HASTINGS, AS RECORDED IN MAP BOOK 2, PAGE 2 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, OF SAID COUNTY, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1984, PAGE 1243, OF THE PUBLIC RECORDS OF SAID COUNTY), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°49'26" EAST, ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1,338.83 FEET TO THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVENUE)(A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°18'28" EAST, DEPARTING SAID EASTERLY LINE OF THE NORTHWEST 1/4, ALONG SAID BASELINE OF SURVEY OF COUNTY ROAD NO. 13, A DISTANCE OF 33.00 FEET; THENCE SOUTH 00°49'26" EAST, DEPARTING LAST SAID BASELINE, A DISTANCE OF 21.85 FEET TO AN INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 13, WITH THE WESTERLY EXISTING RIGHT OF WAY LINE OF MAPLE STREET (A 50 FOOT RIGHT OF WAY PER PLAT OF J.J. BROWN'S SUBDIVISION OF HASTINGS, AS RECORDED IN MAP BOOK 2, PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY), AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°49'26" EAST, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE OF MAPLE STREET, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°57'16" WEST, DEPARTING LAST SAID WESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 71.01 FEET TO THE WESTERLY LINE OF LOT 21, BLOCK 4, SAID J.J. BROWN'S SUBDIVISION OF HASTINGS; THENCE NORTH 00°49'26" WEST, ALONG SAID WESTERLY LINE OF LOT 21, A DISTANCE OF 5.00 FEET TO THE SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13; THENCE NORTH 89°57'16" EAST, ALONG LAST SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 71.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 355 SQUARE FEET, (0.008 ACRES), MORE OR LESS.

SHEET 2 OF 2

JOB NO. 2008-873-5

DRAFTER JLS

P.C. N/A

F.B. N/A PG. N/A

SCALE N/A

DATE JUNE 1, 2010

CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

  
DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190



29. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

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

WITNESSES:

Jonja Tanta 9/22/10  
Signature Date

SONJA TANTA  
Print

Brad Corey 9/22/10  
Signature Date

Brad Corey  
Print

WITNESSES:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

ATTEST: Cheryl Strickland, Clerk

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

SELLERS:

TRIGEB'S INVESTMENTS, LLC.

John Gebert 9/22/10  
John Gebert, Managing Partner Date

BUYER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the  
State of Florida

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

Michael D. Wanchlick Date

County Administrator

Legally Sufficient:

By: \_\_\_\_\_  
Deputy County Attorney

Date: \_\_\_\_\_

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and effective as of \_\_\_\_\_, 2010, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 500 San Sebastian View, St. Augustine, Florida 32084 ("Buyer") and **W.L. WILLIAMS JR.** ("Seller"), whose mailing address is 1961 Dobbs Road, St. Augustine, Florida 32086.

**WITNESSETH:**

**WHEREAS**, the County is desirous of purchasing 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 fee simple ownership of additional right of way, the property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

**NOW THEREFORE**, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. **Purchase Price and Deposit.**

(a) The purchase price ("Purchase Price") is **\$3,500.00**, 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 thirty (30) days of Commission Approval (hereinafter defined)	<b>\$ 350.00</b>
(ii) Cash to Close	Closing Day	<b>\$3,150.00</b>
<b>TOTAL PURCHASE PRICE</b>		<b>\$3,500.00</b>

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

3. **Title Evidence.**

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (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 Deed, 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.

**4. Identity and Obligation of Escrow Agent.**

(a) **Action Title Services of St. Johns County, Inc.**, 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.

5. 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, Action Title Services of St. Johns County, Inc. on or before \_\_\_\_\_ (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

6. Prorations. Any real property taxes shall be prorated on the basis of the 2010 taxes at the highest allowable discount.

7. 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.

8. 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 general warranty deed ("Deed") conveying the fee simple title 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 Property 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.

9. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, property taxes to day of closing, and any other affiliated recording fees. Seller will be responsible for recording fees for documents related to clearing the title of the property for closing. Each party shall bear the expense of its own legal counsel.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

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

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

20. 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.

21. 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:           W.L. Williams Jr.  
                      1961 Dobbs Road  
                      St. Augustine, Florida 32086

Buyer: **St. Johns County, Florida, a political subdivision  
Of the State of Florida  
500 San Sebastian View  
St. Augustine, Florida 32084**

Escrow Agent: **Action Title Services of St. Johns County, Inc.  
3670 US 1 South Suite 110  
St. Augustine, Florida 32086**

22. 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.

23. 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.

24. Commission Dues. Seller agrees to pay any real estate commissions that may be owed as a result of this transaction.

25. 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.

26. 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.

27. 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.)

28. 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 Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

29. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

30. Fence. St. Johns County will coordinate and incur the cost of the relocation of the existing barbed wire fence and post as delineated on Exhibit "B", attached hereto incorporated by reference and made a part hereof.

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

WITNESSES:

SELLERS:

Patricia Williams 9/29/10  
Signature Date

W L Williams Jr  
W.L. Williams Jr. Date

Patricia Williams  
Print

Linda J White 9/29/10  
Signature Date

Linda J. White  
Print

**WITNESSES:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
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

**Legally Sufficient:**

By: \_\_\_\_\_  
Deputy County Attorney

Date: \_\_\_\_\_

Deposit received by

\_\_\_\_\_,  
(Escrow Agent), which the Escrow Agent  
agrees to return in accordance with the terms  
and conditions within the Agreement.

**ESCROW AGENT**

By: (Title Company Name)

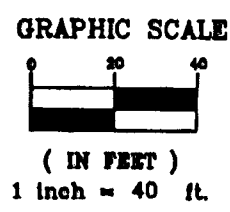
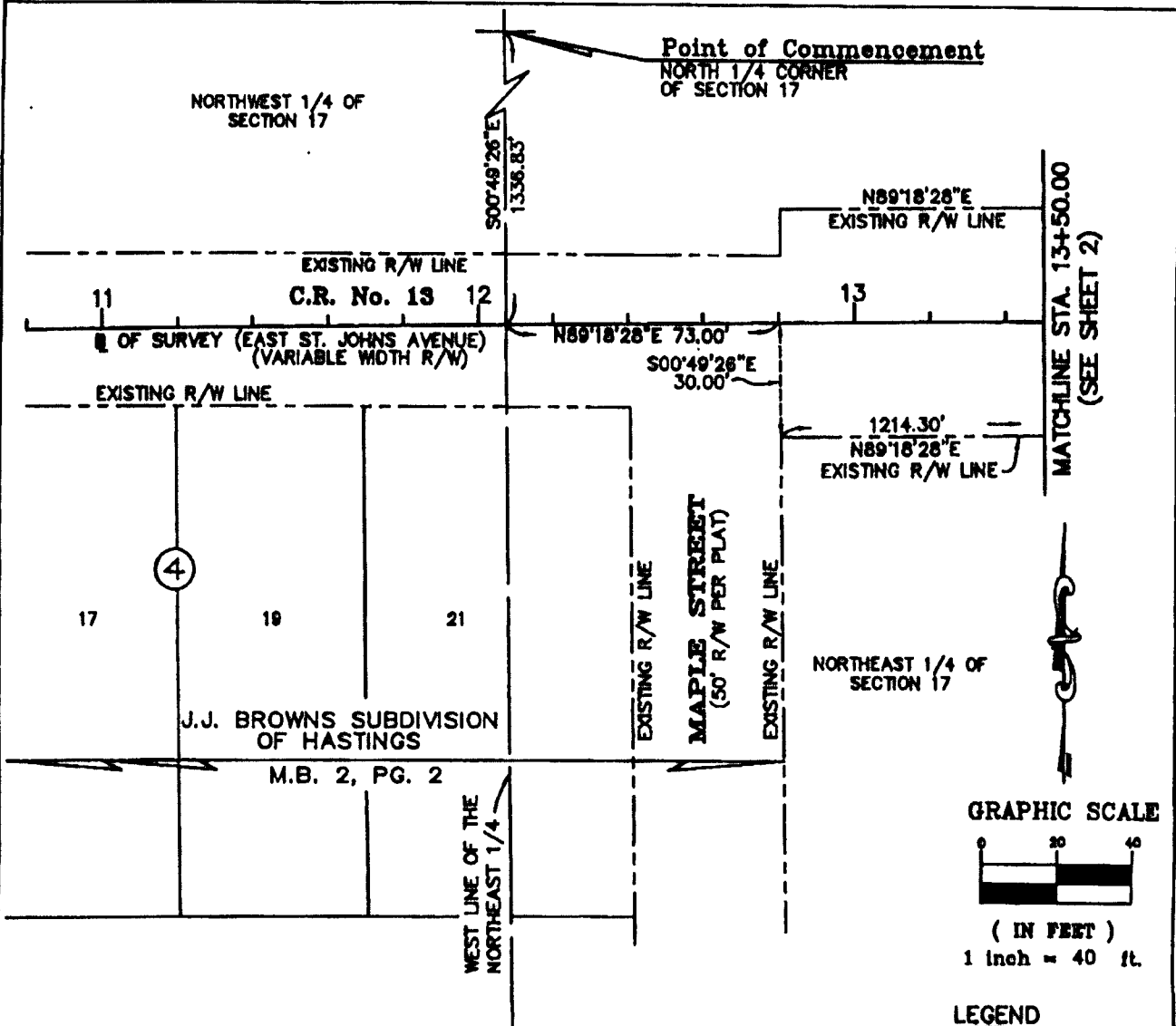
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA



- LEGEND**
- G.R. = COUNTY ROAD
  - M.B. = MAP BOOK
  - No. = NUMBER
  - G.R. = OFFICIAL RECORDS
  - PG. = PAGE
  - P.I. = POINT OF INTERSECTION
  - R/W = RIGHT OF WAY

**GENERAL NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVE.), ST. JOHNS COUNTY, FLORIDA AS NORTH 89°18'28" EAST. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 1980 NGS ADJUSTMENT.)
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. ITS SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

SHEET 1 OF 3

JOB NO. 2008-973-5  
 DRAFTER JLS  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

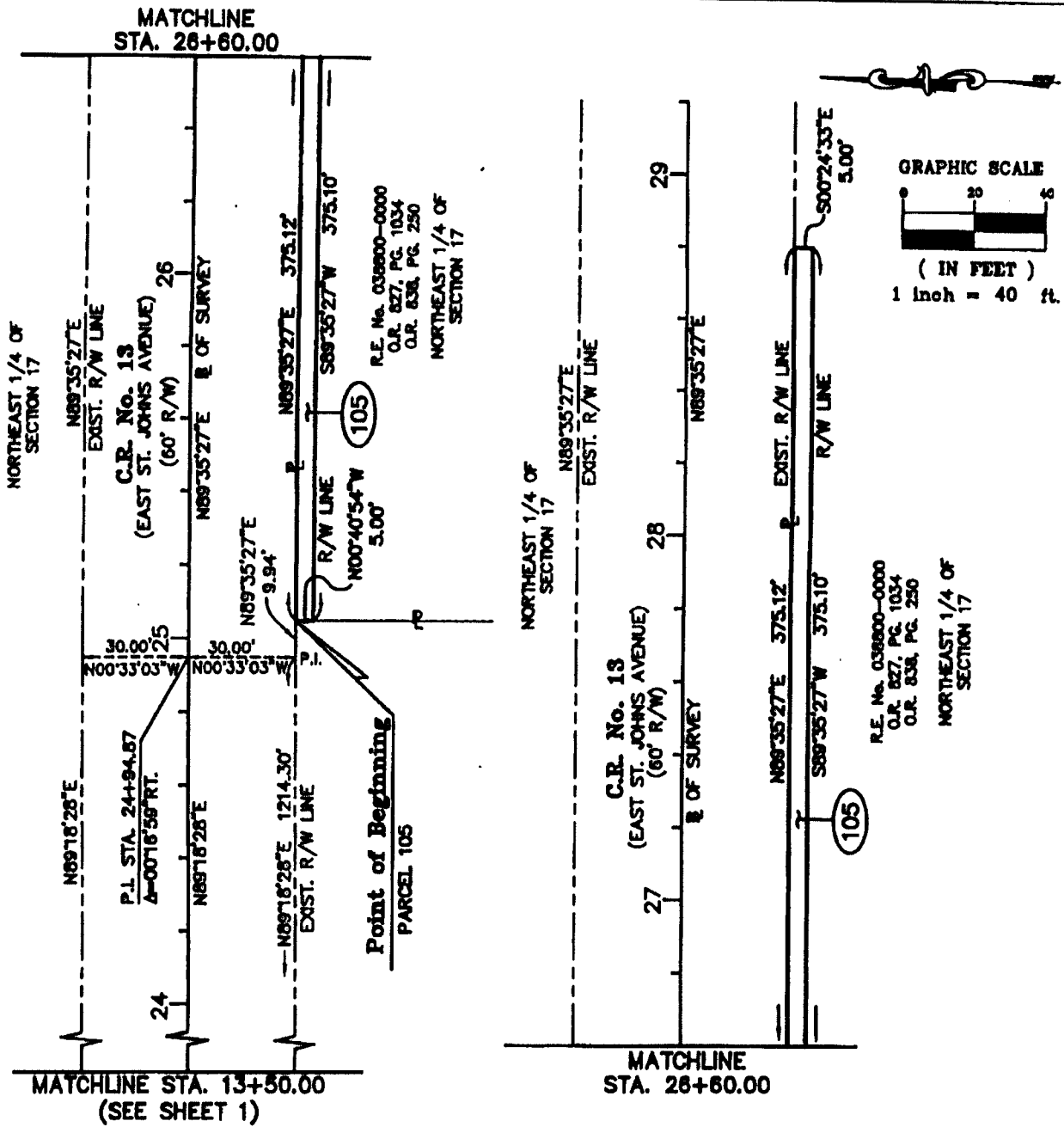
THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*Dennis E. Elswick*  
**DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190**

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA



SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

JOB NO. 2008-973-5  
 DRAFTER J.S  
 P.C. N/A  
 F.B. N/A PG. N/A  
 SCALE 1"=40'  
 DATE JUNE 1, 2010  
 CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*Dennis E. Elswick*

DENNIS E. ELSWICK, P.S.M. CERT. NO. 3190

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3830 CROWN POINT ROAD  
 MCKINNVILLE, FLORIDA 32257  
 (904) 289-5703  
 WWW.CLARYASSOC.COM

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 9, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

PARCEL 105 (FEE SIMPLE RIGHT OF WAY)

A PART OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 827, PAGE 1034, AND OFFICIAL RECORDS VOLUME 838, PAGE 250, OF THE PUBLIC RECORDS OF SAID COUNTY), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°49'28" EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1,338.83 FEET TO THE BASELINE OF SURVEY OF COUNTY ROAD NO. 13 (EAST ST. JOHNS AVENUE)(A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°18'28" EAST, DEPARTING SAID WESTERLY LINE OF THE NORTHEAST 1/4, ALONG SAID BASELINE OF SURVEY OF COUNTY ROAD NO. 13, A DISTANCE OF 73.00 FEET; THENCE SOUTH 00°49'26" EAST, DEPARTING LAST SAID BASELINE, A DISTANCE OF 30.00 FEET TO AN INTERSECTION OF THE EASTERLY EXISTING RIGHT OF WAY LINE OF MAPLE STREET (A 50 FOOT RIGHT OF WAY PER PLAT OF J.J. BROWN'S SUBDIVISION OF HASTINGS, AS RECORDED IN MAP BOOK 2, PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY), WITH THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 13; THENCE ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13, THE FOLLOWING 2 COURSES AND DISTANCES: 1) NORTH 89°18'28" EAST, 1,214.30 FEET; 2) NORTH 89°35'27" EAST, 9.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°35'27" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 13, A DISTANCE OF 375.12 FEET; THENCE SOUTH 00°24'33" EAST, DEPARTING LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°35'27" WEST, A DISTANCE OF 375.10 FEET; THENCE NORTH 00°40'54" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,876 SQUARE FEET, (0.043 ACRES), MORE OR LESS.

SHEET 3 OF 3

JOB NO. 2008-973-5  
DRAFTER JLS  
P.C. N/A  
F.B. N/A PG. N/A  
SCALE N/A  
DATE JUNE 1, 2010  
CHECKED BY:

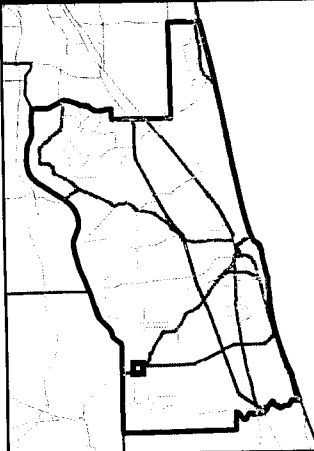
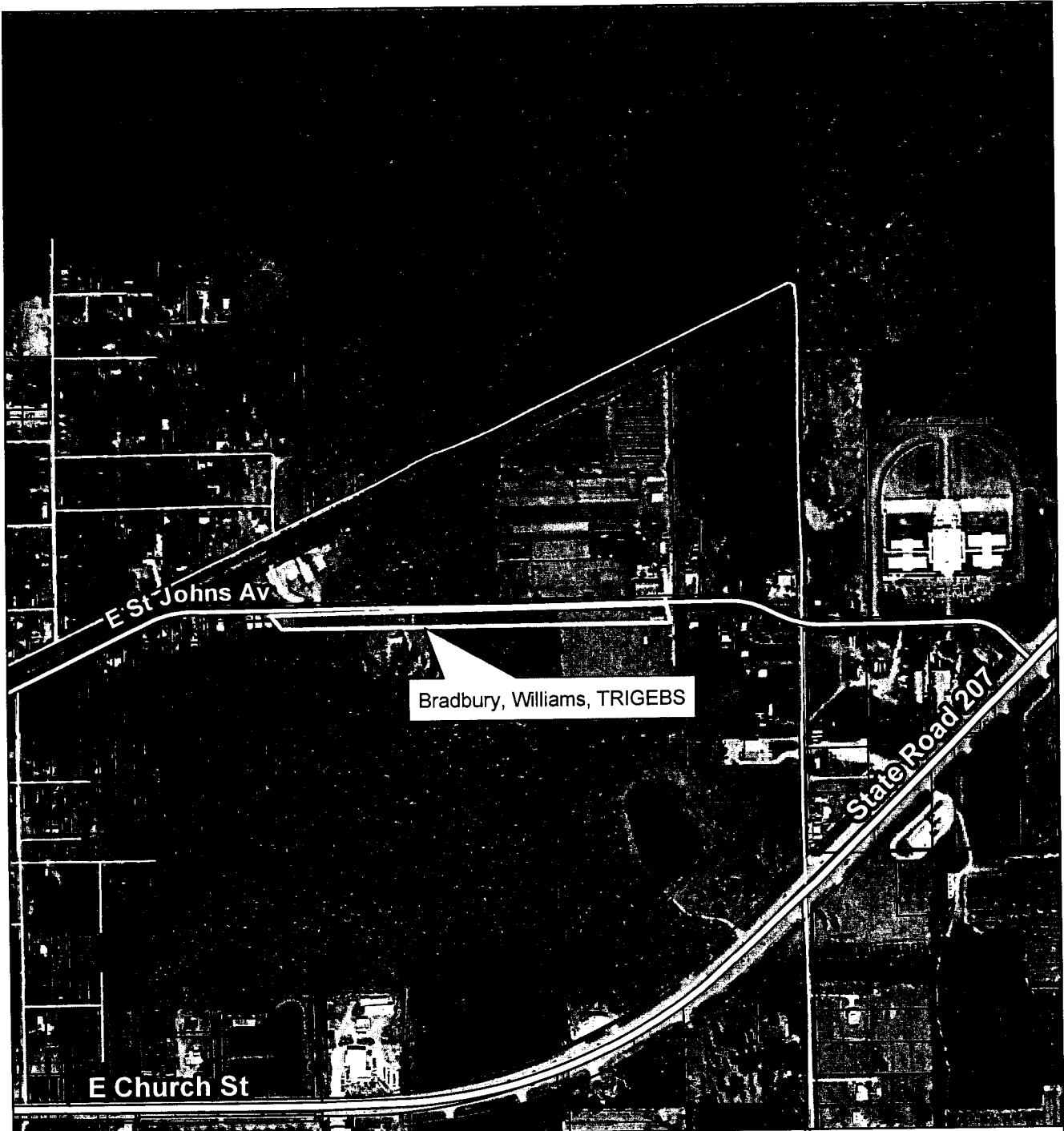
THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 63-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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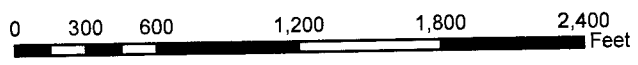
  
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WWW.CLARYASOC.COM





# CR 13 Bridge Replacement



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
Date: 11-8-10  
(904) 209-0798



**2008 Aerial Imagery**

**DISCLAIMER.**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.