

RESOLUTION NO. 2010- 42

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A A PURCHASE AND SALE AGREEMENT AND A TEMPORARY CONSTRUCTION EASEMENT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR PROPERTY NEEDED FOR THE IMPROVEMENTS TO THE INTERSECTION OF SAN SEBASTIAN VIEW AND LEWIS SPEEDWAY.

RECITALS

WHEREAS, the property owner, Davis Holding Enterprises, Inc., has executed and presented to the County a Purchase and Sale Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the owner has agreed to sell a portion of his property for the appraised value of \$4,500.00, for the improvements to the intersection of San Sebastian View (fka Avenue D) and Lewis Speedway; and

WHEREAS, with the improvements a Temporary Construction Easement will also be required to tie in the driveways to the road, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the improvements are to add an eastbound right turn lane onto San Sebastian View which will require the extension of the existing box culvert and a northbound right turn lane onto Lewis Speedway as recommended in the Land Development Traffic Assessment report of the Administration Complex Site. In the future it is also a possibility that the intersection may need to be signalized; and

WHEREAS, this project is a Capital Improvement Project and is funded from the Impact Fee Fund.

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 Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement and move forward to close this transaction.

Section 3. To the extent that there are typographical and/or administrative 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.

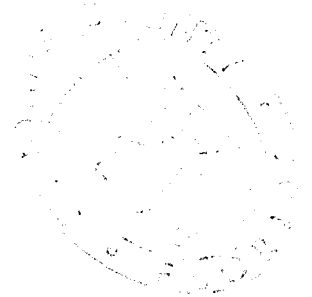
Section 4. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerk's Office and the Temporary Construction Easement will be recorded at the closing.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of March, 2010.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
By: Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk
By: Pam Halteman
Deputy Clerk

RENDITION DATE 3/4/10



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 **DAVIS HOLDING ENTERPRISES, INC., a Florida corporation** (“Seller”), whose address is 3940 Lewis Speedway, St. Augustine, Florida 32084.

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 approximately 396 square feet of property as 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 **\$4,500.00**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

TOTAL PURCHASE PRICE

\$4,500.00

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**, 3670 US 1. St. Augustine, Florida 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.

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, 3670 US 1 South, St. Augustine, Florida on or before one hundred twenty (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.

(e) At the Closing, Seller will execute the Temporary Construction Easement to enter upon and use the grantor's property for such purposes as tying the driveway back into the road. The property will be put back to its original condition or better when the construction is completed.

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, if any are found during the title search. 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: **Davis Holding Enterprises, Inc.**
3940 Lewis Speedway Ste. 2201
St. Augustine, Florida 32084

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**
3670 US 1 South
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 no real estate commission is 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 Date

Print

Signature Date

Print

WITNESSES:

Signature Date

Print

Signature Date

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**SELLERS:
DAVIS HOLDING ENTERPRISES, INC.**

By: _____ Date _____
Print Name: _____
Title: _____

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

By: _____
Michael D. Wanchick Date _____
County Administrator

LEGALLY SUFFICIENT
[Handwritten Signature]
3/23/10

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"

PARCEL A

A PART OF FRANCIS J. FATIO GRANT, SECTION 55, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF SAID COUNTY; THENCE NORTH 07°56'26" WEST, ALONG THE EAST LINE OF SAID FATIO GRANT, A DISTANCE OF 477.04 FEET; THENCE SOUTH 82°30'00" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, AS NOW ESTABLISHED, A DISTANCE OF 524.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1106 PAGE 1954 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH 82°30'00" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 83.35 FEET; THENCE NORTH 08°14'00" WEST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 2.20 FEET; THENCE SOUTH 82°41'00" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 71.42 FEET; THENCE SOUTH 07°19'00" EAST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 10.23 FEET; THENCE SOUTH 82°53'16" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 352.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 82°53'16" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO IT'S INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW, AS NOW ESTABLISHED; THENCE SOUTH 30°24'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 26°14'38" EAST A DISTANCE OF 21.99 FEET TO THE POINT OF BEGINNING. CONTAINING 184 SQUARE FEET, MORE OR LESS.

Exhibit "A" continued

PARCEL B

A PART OF FRANCIS J. FATIO GRANT, SECTION 55, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF SAID COUNTY; THENCE NORTH 07°56'26" WEST, ALONG THE EAST LINE OF SAID FATIO GRANT, A DISTANCE OF 477.04 FEET; THENCE SOUTH 82°30'00" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, AS NOW ESTABLISHED, A DISTANCE OF 524.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1106 PAGE 1954 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH 82°30'00" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 83.35 FEET; THENCE NORTH 08°14'00" WEST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 2.20 FEET; THENCE SOUTH 82°41'00" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 71.42 FEET; THENCE SOUTH 07°19'00" EAST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 10.23 FEET; THENCE SOUTH 82°53'16" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 372.05 FEET TO IT'S INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW, AS NOW ESTABLISHED; THENCE SOUTH 30°24'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 442.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30°24'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.00 FEET; THENCE NORTH 82°43'21" EAST, ALONG THE NORTHLY LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS 651, PAGE 1551 OF SAID PUBLIC RECORDS, A DISTANCE OF 7.00 FEET; THENCE NORTH 35°44'59" WEST A DISTANCE OF 69.05 FEET TO THE POINT OF BEGINNING. CONTAINING 212 SQUARE FEET, MORE OR LESS.

Avenue D

Lewis Speedway

Acquisition

Temporary Constr. Easement

Temporary Constr Easement

Temporary Constr. Easement

Acquisition

San Sebastian Vw



EXHIBIT "B" TO RESOLUTION

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between **DAVIS HOLDING ENTERPRISES., INC., a Florida corporation,** and **ST. JOHNS COUNTY,** a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property as described below for such purposes as tying the driveway back into the road and other uses as is reasonably necessary to enable the grantee to construct the improvements. This Easement is over the land in St. Johns County, Florida, described as follows:

Attached hereto as Exhibit "A"

It is understood and agreed by the parties hereto that the rights granted herein should terminate _____ from the time this document is executed.

Project Name: **Lewis Speedway and San Sebastian View Project**

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

Signed, sealed and delivered in
Our presence as Witnesses:

GRANTOR:
DAVIS HOLDING ENTERPRISES, INC.

By: _____
Print Name: _____
Title: _____

Print Name: _____

Print Name: _____

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Mike Davis, _____ of Davis Holding Enterprises, Inc., a Florida corporation, who has produced driver's license as identification or who is personally known.

Notary

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT NO. 2

A PART OF FRANCIS J. FATIO GRANT, SECTION 55, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF SAID COUNTY; THENCE NORTH $07^{\circ}56'26''$ WEST, ALONG THE EAST LINE OF SAID FATIO GRANT, A DISTANCE OF 477.04 FEET; THENCE SOUTH $82^{\circ}30'00''$ WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, AS NOW ESTABLISHED, A DISTANCE OF 524.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1106 PAGE 1954 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH $82^{\circ}30'00''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $07^{\circ}30'00''$ EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH $82^{\circ}30'00''$ WEST A DISTANCE OF 50.00 FEET; THENCE NORTH $07^{\circ}30'00''$ WEST A DISTANCE OF 20.00 FEET; THENCE NORTH $82^{\circ}30'00''$ EAST, ALONG THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

EXHIBIT "A" CONTINUED

TEMPORARY CONSTRUCTION EASEMENT NO. 3

A PART OF FRANCIS J. FATIO GRANT, SECTION 55, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF SAID COUNTY; THENCE NORTH $07^{\circ}56'26''$ WEST, ALONG THE EAST LINE OF SAID FATIO GRANT, A DISTANCE OF 477.04 FEET; THENCE SOUTH $82^{\circ}30'00''$ WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, AS NOW ESTABLISHED, A DISTANCE OF 524.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1106 PAGE 1954 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH $82^{\circ}30'00''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 83.35 FEET; THENCE NORTH $08^{\circ}14'00''$ WEST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 2.20 FEET; THENCE SOUTH $82^{\circ}41'00''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 71.42 FEET; THENCE SOUTH $07^{\circ}19'00''$ EAST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 10.23 FEET; THENCE SOUTH $82^{\circ}53'16''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 127.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $07^{\circ}06'44''$ EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH $82^{\circ}53'16''$ WEST A DISTANCE OF 50.00 FEET; THENCE NORTH $07^{\circ}06'44''$ WEST A DISTANCE OF 10.00 FEET; THENCE NORTH $82^{\circ}53'16''$ EAST, ALONG THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 500 SQUARE FEET, MORE OR LESS.

EXHIBIT "A" CONTINUED

TEMPORARY CONSTRUCTION EASEMENT NO. 4

A PART OF FRANCIS J. FATIO GRANT, SECTION 55, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF SAID COUNTY; THENCE NORTH $07^{\circ}56'26''$ WEST, ALONG THE EAST LINE OF SAID FATIO GRANT, A DISTANCE OF 477.04 FEET; THENCE SOUTH $82^{\circ}30'00''$ WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LEWIS SPEEDWAY, AS NOW ESTABLISHED, A DISTANCE OF 524.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1106 PAGE 1954 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH $82^{\circ}30'00''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 83.35 FEET; THENCE NORTH $08^{\circ}14'00''$ WEST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 2.20 FEET; THENCE SOUTH $82^{\circ}41'00''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 71.42 FEET; THENCE SOUTH $07^{\circ}19'00''$ EAST, ALONG A JOG IN SAID RIGHT OF WAY, A DISTANCE OF 10.23 FEET; THENCE SOUTH $82^{\circ}53'16''$ WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 372.05 FEET TO IT'S INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW, AS NOW ESTABLISHED; THENCE SOUTH $30^{\circ}24'00''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 350.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $30^{\circ}24'00''$ EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET; THENCE NORTH $59^{\circ}36'00''$ EAST A DISTANCE OF 20.00 FEET; THENCE NORTH $30^{\circ}24'00''$ WEST A DISTANCE OF 43.68 FEET; THENCE SOUTH $77^{\circ}08'56''$ WEST, ALONG THE SOUTHERLY LINE OF A CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS 2752, PAGE 330 OF AFOREMENTIONED PUBLIC RECORDS, A DISTANCE OF 20.98 FEET TO THE POINT OF BEGINNING. CONTAINING 937 SQUARE FEET, MORE OR LESS.