

RESOLUTION NO. 2011- 178

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 A PURCHASE AND SALE AGREEMENT FOR PROPERTY NEEDED AS A 911 BACK UP COUNTY EMERGENCY COMMUNICATION FACILITY.

RECITALS

WHEREAS, the owners, Bellsouth Entertainment, LLC., have 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, this property location has been identified as optional for a 911 Back Up Facility due to the availability and position of the fiber optic loop within this area of the County. With this proposed backup facility the County will be incorporating an additional central office fiber feed out of the World Golf Central Office allowing redundancy within the AT&T network which allows the 911 traffic to be diversified between the two Central Offices; and

WHEREAS, St. Johns County Sheriff Office has been planning for a future 911 Back Up Facility location for public safety in the event of a catastrophic event; and

WHEREAS, purchase of this parcel will also provide access to a 19 acre County owned parcel for future use; and

WHEREAS, it is in the best interest of St. Johns County and its citizens to move forward with this public safety communications 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.

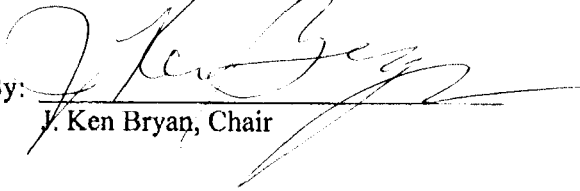
Section 2. The Board of County Commissioners hereby approves the terms of this Purchase and Sale Agreement and authorizes the County Administrator, or designee, to execute the Purchase and Sale Agreement and move forward to close this transaction.

Section 3. To the extent that there are typographical 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.

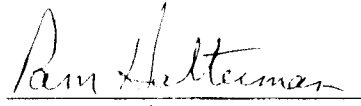
Section 4. The Clerk is instructed to file the original Purchase and Sale Agreement in the Clerks Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of July, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/19/11

EXHIBIT "A" TO RESOLUTION

REAL ESTATE SALE AGREEMENT

Property Address: 4881 State Route 16
City: St. Augustine, FL 32092
St. Johns County Parcel # 0283900010

Information Sheet

SELLER: BellSouth Entertainment, LLC,
301 West Bay Street, Suite 1641
Jacksonville, FL 32202
ATTN: Mr. Don Hollingsworth

SELLER'S COUNSEL: Carl Nickens
AT&T Services, Inc
675 West Peachtree Street, NW, Floor 43
Atlanta, GA 30375

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

PURCHASER'S COUNSEL: Patrick McCormack
500 San Sebastian View
St. Augustine, Florida 32084

ESCROW AGENT: Action Title Services of St. Johns County, Inc.
3670 U.S. South, Suite 110
St. Augustine, FL 32086
(904) 797-4777

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the ____ day of _____, 2011, by and between BellSouth Entertainment, LLC, fka BellSouth Interactive Media Services, Inc., a Georgia limited liability corporation ("Seller") and St. Johns County, Florida a political subdivision of the State of Florida ("Purchaser").

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to purchase the real estate herein described;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sum of Ten Dollars (\$10.00) in hand paid to the other and other good and valuable consideration, the parties hereto agree as follows:

1. Agreement of Purchase and Sale. The Purchaser agrees to purchase and Seller agrees to sell, upon the terms, provisions and conditions herein contained, all of Seller's right, title and interest in and to the following: the land (hereafter called the "**Land**") located at 4881 State Route 16, City of St. Augustine, County of St. Johns, State of Florida, legally described in **Exhibit "A"** attached hereto and made a part hereof; all buildings, improvements and fixtures thereon (hereafter collectively called the "**Improvements**"); and all easements, appurtenances, rights, privileges, reservations, tenements and hereditaments belonging to any of the foregoing. The Land, Improvements, and other foregoing items are hereafter collectively called the "**Premises**".

2. Closing Date and Place. The consummation of the transaction contemplated herein (herein called the "Closing") shall take place at the offices of the Escrow Agent at a time and date mutually agreed upon by the parties, but not later than one hundred eighty (180) days after the Execution Date (as hereinafter defined), or on the date, if any, to which such time is extended by mutual agreement between the parties, whichever date is later (the "**Closing Date**").

3. Purchase Price. The Purchase Price for the Premises (herein the "**Purchase Price**") shall be One Hundred Fifty Thousand and XX/100 Dollars (\$150,000.00), paid to Seller as follows:

a. Within 30 days from execution of this Agreement by Purchaser, Purchaser shall deposit with the Escrow Agent the sum of Fifteen Thousand and XX/100 Dollars (\$15,000.00) in cash or check as earnest money (the "**Earnest Money**") The Earnest Money is to be held by Escrow Agent in trust for the mutual benefit of the parties hereto in accordance with the terms herein set forth. The Earnest Money shall be applied toward the payment of the Purchase Price at Closing; and

b. The balance of the Purchase Price, plus or minus the prorations described herein, shall be paid on the Closing Date by certified check or in cash by wire transfer of immediately

available federal funds to a financial institution and account designated by Seller, with Purchaser's funds being placed on the wire prior to 11:00 a.m., C.S.T., on the Closing Date.

4. Survey and Title Insurance. Purchaser, at Purchaser's sole cost and expense, shall obtain the following:

a. Within forty-five (45) days of the Execution Date, a title commitment ("**Title Commitment**") for an ALTA Form B owner's title insurance policy ("**Title Policy**") issued by a title company satisfactory to Seller (the "**Title Company**") in the amount of the Purchase Price subject to the general exceptions contained in the Title Policy and the matters set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively the "**Permitted Exceptions**").

b. Within one hundred twenty (120) days of the Execution Date, and updated plat of survey (the "**Survey**") of the Land and Improvements. The Survey shall include the legal description of the Premises.

c. Purchaser shall have ten (10) days from the receipt of the Title Commitment and ten (10) days from the receipt of the Survey in which to notify Seller of any title defects ("**Defects**") disclosed by the Title Commitment, the Survey or **Exhibit "B"**, **Permitted Exceptions**, which Purchaser deems objectionable. Any matter set forth in the Title Commitment, Survey and Exhibit "B" and not set forth in said notices shall be deemed to be a Permitted Exception to the title, and the Deed (hereafter defined) and Title Policy delivered at Closing may be subject thereto. If either notice is not given, it shall be deemed that Purchaser has agreed to accept the Premises subject to the matters shown in the Title Commitment, Survey and Exhibit "B", and this Agreement shall remain in full force and effect. Seller shall have thirty (30) days from receipt of Purchaser's notices (the "**Cure Period**") in which to remedy the Defects or to obtain title insurance by the Title Company insuring over and against such Defects (the premium for which shall be paid by Seller) and provide evidence satisfactory to Purchaser thereof. If Seller fails to remedy such Defects or obtain such title insurance within the Cure Period, Purchaser shall have the option exercisable within ten (10) days after the expiration of Seller's Cure Period to accept a conveyance of title subject to such Defects, and proceed with this Agreement (in which event the Title Commitment and the Deed will be accepted subject to any such Defects as Permitted Exceptions) or, give written notice to Seller to terminate this Agreement, and thereafter no party hereto shall have any claims, rights, duties, obligations, or liabilities to another party hereto by virtue of this Agreement, except those which herein are expressly stated to survive any termination of this Agreement, and the Earnest Money shall be returned to Purchaser. If Purchaser makes no election it shall be deemed that Purchaser has agreed to accept the title "as is" subject to the Defects, and this Agreement shall remain in full force and effect.

5. Conveyance and Documents. At the Closing, the parties will execute and deliver all deeds and other documents necessary to consummate the sale and purchase of the Premises pursuant to the terms of this Agreement.

a. At Closing, Seller will deliver to Purchaser the following documents (all of which shall be duly executed, sealed, witnessed and notarized where required):

(i) Special Warranty Deed (the "**Deed**") in recordable form conveying to Purchaser title to the Land and Improvements subject to the Permitted Exceptions.

(ii) [Intentionally Left Blank].

(iii) A FIRPTA certificate.

b. At Closing, Purchaser will deliver to Seller the following (all of which shall be duly executed, sealed, witnessed and notarized where required):

(i) The balance of the Purchase Price.

c. At Closing, Seller and Purchaser shall execute and deliver the following:

(i) Real estate transfer declarations required by the state, county and municipality in which the Premises are located;

(ii) Closing Statement showing the Purchase Price and any adjustments thereto;

6. Possession. Seller shall deliver possession of the Premises to Purchaser at the time of Closing subject to the Permitted Exceptions.

7. Property Inspection. Purchaser and Purchaser's agents or contractors shall have the right until one hundred twenty (120) days after the Execution Date or until the earlier termination of this Agreement to enter the Premises at reasonable times and conduct inspections, examinations and tests of the Premises and its operations, which Purchaser deems necessary, including, but not limited to, the air conditioning and heating systems, electrical systems, plumbing, foundations, structural, sprinkler systems, roofs, sewage distribution systems, paint and finish work, soil, environmental condition and other physical aspects and review of bills for utilities, taxes, operations and maintenance, contracts and other documents concerning the Premises (but only to the extent such documents exist) which Purchaser has requested and Seller has delivered to Purchaser. Prior to undertaking an inspection of the Premises, Purchaser shall execute and deliver to Seller the **Acknowledgment Agreement** attached hereto as **Exhibit "C"**. Purchaser agrees that, in making any physical or environmental inspections of the Premises, Purchaser or Purchaser's agents will (i) carry not less than One Million Dollars (\$1,000,000) commercial general liability insurance. (ii) will not reveal to any third party not approved by Seller (to the full extent allowed by Florida Law other than Purchaser's agents, employees, contractors, design professionals, and lenders with a need to know) the results of its inspections, and (iii) will restore promptly any physical damage caused by the inspections. Purchaser and Purchaser's agents, representatives, employees, independent contractors and invitees agree not to interfere with tenants of the Premises in

performing any inspections or reviews of the Premises or any part thereof. To the extent allowed by Florida Law Purchaser agrees to indemnify and hold Seller harmless from any damages, loss, claim, or injury to person or property sustained by or asserted against Seller resulting from the exercise by Purchaser or its agents, representatives, employees, independent contractors, invitees of the rights granted in this Paragraph, which agreement shall survive Closing or the earlier termination of this Agreement. If Purchaser, in Purchaser's reasonable judgment, disapproves the physical, environmental or financial condition of the Premises, then Purchaser may terminate this Agreement by written notice delivered to Seller within one hundred twenty (120) days after the Execution Date. In such event, Escrow Agent shall return the Earnest Money to Purchaser, and the parties hereto shall have no further rights, obligations or liabilities to each other hereunder, except those which are specifically stated in this Agreement to survive the earlier termination hereof. Failure to notify Seller of termination of this Agreement under this Paragraph within said period shall constitute a waiver of the condition contained in this Paragraph and the acceptance of the physical, environmental, financial and all other conditions of the Premises.

8. As-Is Sale. Purchaser acknowledges that it has been given the opportunity to make a full and complete investigation and inspection of the Premises and the operation thereof and that Purchaser has had an opportunity to make full inquiry of Seller as to all matters deemed relevant by Purchaser in evaluating the Premises. Purchaser expressly acknowledges that the Premises is being purchased "AS IS", "WHERE IS" and "WITH ALL FAULTS", latent and patent. Purchaser acknowledges that Seller has no duty, responsibility or obligation whatsoever to volunteer to Purchaser information about the Premises. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HAS NOT AND WILL NOT, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT OR RELATING TO THE PREMISES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser expressly acknowledges that (i) it is not authorized to rely, has not relied, and will not rely on any representation, statement or warranty of Seller, or of any agent, or representative, or broker of Seller, not expressly set forth herein, and (ii) Seller has not agreed to perform any work on or about the Premises as a condition to Purchaser's purchase of same. Seller makes no representations, warranties or indemnities for any claim, condition or liability arising before or after this Agreement pursuant to, or arising under, any federal, state or local law, rule or ordinance including, but not limited to, those relating to the protection of the environment including, but not limited to, CERCLA and RCRA. This paragraph will survive Closing.

9. Settlement Costs and Prorations.

a. Each party shall be responsible for its attorneys' fees and other costs incurred by it in connection with this Agreement and the transactions contemplated hereby. Purchaser shall pay for the owner's title policy, documentary stamps, tests, surveys or inspections of the Premises which it desires to make, and recording costs.

b. All general real estate, personal property and sanitary taxes and assessments which are liens upon the Premises for the year of Closing shall be prorated on the basis of the most recent ascertainable tax bill and paid by Seller. Such Proration shall be final.

10. Warranties and Representations.

A. Seller. Seller warrants and represents to Purchaser that:

(i) Seller has received no notice from any public authority of any eminent domain or condemnation proceeding concerning the Premises or any part thereof. Seller further warrants that in the event it receives any such notice prior to the Closing Date, it will notify Purchaser in writing prior to the Closing;

(ii) Seller is a limited liability company organized and created under the laws of the State of Georgia and is in good standing;

(iii) Seller has the full right, power and authority to enter in this Agreement, to perform its obligations hereunder and to execute and deliver this Agreement and all other documents to be executed and delivered by Seller at Closing in connection with the transaction contemplated herein. The representations and warranties set forth in this subparagraph shall be deemed to be renewed and restated at and as of the Closing Date; and

The warranties and/or representations of Seller set forth above in this Paragraph 10 shall survive the Closing for a period of six (6) months.

B. Purchaser. Purchaser represents and warrants to Seller that:

(i) Purchaser has the full right, power and authority to enter in this Agreement and to perform its obligations hereunder. The representations and warranties set forth in this paragraph shall be deemed to be renewed and restated at and as of the Closing Date.

(ii) No officer, director, employee, or agent of Seller or Cingular Wireless has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration, by or from Purchaser or any of Purchaser's officers, directors, employees, or agents in connection with the obtaining, arranging, or negotiation of this Agreement or other documents entered into or executed in connection with this Agreement.

11. Casualty or Condemnation. If on or before the Closing Date all or any part of the Premises is destroyed or damaged by fire or any other cause, or if eminent domain proceedings are instituted, or a notice of condemnation is given, with respect to all or a portion of the Premises, Seller shall promptly notify Purchaser thereof. If such damage or destruction is repaired at the sole cost and expense of Seller prior to Closing to the same condition existing prior to such damage or destruction, or if such damage or destruction does not exceed \$5,000 (as determined by Seller's insurer), or if the value of any land taken or to be taken does not exceed \$5,000, Purchaser shall be bound to purchase the Premises without reduction in the Purchase Price and without receiving

insurance proceeds on account thereof. In the event of (i) damage to or destruction of all or any part of the Premises of \$5,000 or more and Seller fails to repair such damage or destruction as provided herein, or (ii) the institution or giving of notice of eminent domain proceedings with respect to all or any part of the Premises the value of which is \$5,000 or more either Purchaser or Seller shall have the right to terminate this Agreement by giving written notice to the other on or before the Closing Date and in the event Purchaser or Seller exercises such right to terminate this Agreement, the Earnest Money shall be returned to Purchaser, whereupon no party hereto shall have any further rights, obligations or liabilities hereunder. In the event of any un-repaired damage or eminent domain proceedings which would permit termination hereunder and neither party elects to terminate, or if Purchaser is required to proceed hereunder, the Deed shall be subject to any such eminent domain proceeding, such taking shall be deemed a Permitted Exception, and Seller shall deliver to Purchaser on the Closing Date an assignment in a form reasonably satisfactory to Purchaser of all of Seller's right, title and interest in and to any eminent domain award or insurance claim to the extent not previously applied to restoration or repair of the Premises, but the Purchase Price shall not be affected by any such condemnation, damage or destruction.

12. Default.

(a) Seller's Remedy. The parties acknowledge that it is impossible to ascertain Seller's damages in the event of default by Purchaser hereunder. Accordingly, the parties agree that if Purchaser defaults in performing under this Agreement (Seller not then being in default), Escrow Agent shall pay to Seller the Earnest Money and interest thereon, not as a penalty, but for full liquidation of damages, the parties declaring and agreeing that such is and represents a reasonable forecast and settlement of such damages of Seller. The parties agree that the sum stated above in liquidated damages shall be in lieu of any other relief to which the Seller might otherwise be entitled by virtue of this Agreement or by operation of law or otherwise, and shall represent Seller's sole and exclusive remedy for such breach by Purchaser.

(b) Purchaser's Remedy. In the event that Seller defaults in performing under this Agreement or should any of Seller's warranties or representations be untrue in any material respect, if no other remedy therefore is specified herein, Purchaser may (if Purchaser is not in default), as Purchaser's sole and exclusive remedy for such breach, terminate this Agreement by written notice delivered to Seller on or before the Closing Date (in which case Escrow Agent shall refund to Purchaser the Earnest Money, with interest) and Purchaser shall have no further rights or remedies with respect to Seller or this Agreement. In addition to the foregoing, the parties acknowledge that it is impossible to ascertain Purchaser's damages in the event of default by Seller hereunder. Accordingly, the parties agree that if Seller defaults in performing under this Agreement (Purchaser not then being in default), Seller shall pay to Purchaser the sum of \$1,000, not as a penalty, but for full liquidation of damages, the parties declaring and agreeing that such is and represents a reasonable forecast and settlement of such damages of Purchaser. In no event shall Seller be liable to Purchaser for any consequential, special, incidental or punitive damages. The foregoing notwithstanding, Seller shall not be obligated to pay liquidated damages or refund the Earnest Money to Purchaser unless and until Purchaser shall have delivered to Seller, Purchaser's recordable Quit Claim Deed to the Premises.

Any Closing by Purchaser shall conclusively be deemed a waiver of: (i) any breach of representation or warranty of which Purchaser has knowledge; (ii) any default by Seller or (iii) any unfulfilled condition of Closing.

13. Notices. All notices required or permitted hereunder, shall be in writing and shall be served on the parties at the addresses on the Information Sheet at the beginning of this Agreement. Notices shall be either (i) personally delivered or sent by Federal Express or other nationally recognized overnight courier, in which case they shall be deemed delivered on the date of delivery to said address or (ii) sent by registered or certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the U.S. mail.

14. Broker's Commissions. Seller is responsible to pay a broker's commission to CB Richard Ellis, Inc. ("Seller's Broker") upon Closing, as evidenced by delivery and recording of the Deed and receipt of the Purchase Price, pursuant to Seller's separate agreement with said Seller's Broker. Purchaser covenants and represents that no party acted for or on behalf of Purchaser who is entitled to be paid a finder's fee, cooperation fee, commission or other brokerage-type fee or similar compensation in connection with this Agreement and the transaction contemplated hereby. If any person or entity shall assert a claim to such a fee or compensation against Seller on account of alleged employment by Purchaser as a finder, consultant or broker, then to the extent allowed by Florida Law the Purchaser shall indemnify, defend and hold harmless the Seller against and from any and all such claims and all costs, expenses and liabilities incurred in connection with such claim or any action or proceedings. The agreements contained in this Paragraph shall survive the Closing or the earlier termination hereof.

15. Survival. Except as expressly set forth in this Agreement, no representations, warranties, covenants, agreements, undertakings, and other obligations of Seller set forth herein shall survive the closing of the transactions contemplated hereby or the execution and delivery of the documents contemplated hereunder, and such shall be merged therein, and no action based thereon shall be commenced after the Closing of this transaction.

The delivery of the Deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing of this transaction.

16. Time of the Essence. Time is of the essence of this Agreement. Provided, however, that if the time within which any action, consent, approval or other activity herein contemplated, expires on a Saturday, Sunday or a national bank holiday, such time period shall automatically be deemed extended to the first day after the scheduled termination of such time period which is not a Saturday, Sunday or national bank holiday.

17. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Premises are located. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or

enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

18. Entire Agreement. This instrument contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement. No modification, waiver or amendment of the provisions of this Agreement shall be effective unless made in writing and signed by the parties hereto.

19. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, provided, however, that neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

20. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

21. Binding. The issuance of this Agreement by Seller does not constitute an offer for the sale of the Premises from Seller to Purchaser. This Agreement shall not be binding or effective until properly executed and delivered by both Seller and Purchaser. In any event, Seller's execution of this Agreement is subject to the Financing Contingency defined below.

22. Execution Date. For purposes of this Agreement, the "**Execution Date**" shall mean the later "**Date of Execution**" subscribed beneath Seller's and Purchaser's signatures set forth hereinbelow. This Agreement shall be deemed null and void if not fully executed by both Parties on or before July 31, 2011. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Publicity. Seller is hereby aware that Purchaser is subject to 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.

24. Other Approvals. Purchaser shall have up to one hundred twenty (120) days after the Execution Date to obtain the approval of the St. Johns County, FL Commissioners to consummate the transaction contemplated herein, including any associated budget approvals that are required. If Purchaser is unable to obtain such approvals, Purchaser may terminate this Agreement by written notice delivered to Seller within said one hundred twenty (120) day period. In such event, Escrow Agent shall return the Earnest Money to Purchaser, and the parties hereto shall have no further rights, obligations or liabilities to each other hereunder, except those which are specifically stated in this Agreement to survive the earlier termination hereof. Purchaser's failure to notify Seller of termination of this Agreement under this Paragraph within said period shall constitute a waiver of the conditions contained in this paragraph and any such approvals shall be deemed to have been obtained.

25. Back-up Contracts. Seller shall be permitted to continue marketing the Premises at all times prior to the Closing Date, and to enter in a "back-up" contract(s) at Seller's discretion. Any such back-up contract(s) shall be subject and subordinate to this Agreement.

26. 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.)

27. 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 requiring 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.

28. Land Use. This sale is contingent upon the County obtaining governmental approval for land use or any conditions that may be required in order for St. Johns County to utilize this site as a 911 Backup Facility, this contingency is to be allocated within the 120 day inspection period specified in Section 7 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

SELLER:

BellSouth Entertainment, LLC,

By: _____
Name: _____
Title: _____

Date of Execution: _____

PURCHASER:

St. Johns County, Florida a political subdivision of the State of Florida

By: _____
Name: **Michael D. Wanchick, County Administrator**

Attest: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Date of Execution: _____

Legally Sufficient: By: _____
County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER, and will be further defined by Boundary Survey to be provided as set forth in Paragraph 9, and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

Parcel 028390 0010

Parcel 1

A PART OF SECTIONS 7 AND 8, LYING WITHIN THE ANTONIA HUERTAS GRANT SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 A (A 100 FOOT RIGHT-OF-WAY) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT OF WAY); THENCE SOUTH, 81 DEGREES, 10 MINUTES, 44 SECONDS, EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 4,700.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 17,188.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 566.57 FEET, MAKING A CENTRAL ANGLE OF 01 DEGREES, 53 MINUTES, 47 SECONDS, HAVING A CHORD BEARING OF SOUTH 80 DEGREES, 13 MINUTES, 15 SECONDS, EAST AND A CHORD DISTANCE OF 566.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 16 AND ALONG THE ARC OF LAST SAID CURVE A DISTANCE OF 161.12 FEET, MAKING A CENTRAL ANGLE OF 00 DEGREES, 32 MINUTES, 21 SECONDS, HAVING A CHORD BEARING OF SOUTH 79 DEGREES, 00 MINUTES, 47 SECONDS EAST, AND A CHORD DISTANCE OF 161.12 FEET; THENCE SOUTH 18 DEGREES, 37 MINUTES, 37 SECONDS WEST A DISTANCE OF 280.36 FEET TO THE SOUTH LINE OF SECTION 8, THENCE NORTH 72 DEGREES, 30 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 159.72 FEET, TO THE SOUTHWEST CORNER OF SECTION 8, THENCE NORTH 18 DEGREES, 37 MINUTES, 37 SECONDS EAST, A DISTANCE OF 262.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 16 SAID POINT ALSO BEING THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. current city, state and county ad valorem taxes not yet due and payable;
2. general utility, sewer and drainage easements and other covenants, conditions, easements and restrictions of record;

EXHIBIT "C"

ACKNOWLEDGMENT AGREEMENT

(Attached to and made a part of that Real Estate Sale Agreement dated _____, 20____)

The undersigned has provided to Seller evidence of insurance required by the Agreement.

The undersigned to hereby acknowledge receipt of certain documents, records and information listed on the attached Document **Exhibit "1"**, **Document List**, pertaining to the real property referenced in the above referenced purchase and sale agreement.

Any such documents, records or information provided to Purchaser concerning the Premises shall be kept in strictest confidence (but may be disclosed to Purchaser's agents, attorneys and prospective lenders with a need to know) and shall be returned to Seller within twenty four (24) hours in the event this applicable purchase and sale agreement is canceled by either party for any reason. This agreement shall survive the termination of the Agreement between the parties hereto, and Purchaser acknowledges that return of its earnest money deposit shall be dependent upon Purchaser's complete return of any and all documentation provided to Purchaser by Seller.

Purchaser acknowledges that such documents, records and other information are not required to be provided to Purchaser by Seller, and are expressly provided without representation or warranty of any kind by Seller, and Purchaser reaffirms that it shall not rely on any information, representation, guaranty, or warranty of any kind from Seller.

Acknowledged and agreed by the parties hereto on the date indicated below:

RECEIPT BY BROKER:

By: _____

Name: _____

Date Documents Received by Broker from Seller: _____
Date

Date Documents Provided by Broker to Purchaser: _____
Date

RECEIPT BY PURCHASER:

By: _____

Name: _____

Date Documents Received by Purchaser from Broker: _____
Date

DOCUMENT RETURN PROCESS (IF CLOSING DOES NOT OCCUR)

DOCUMENTS RETURN RECEIPT BY BROKER FROM PURCHASER:

By: _____

Name: _____

Date Documents Received by Broker from Purchaser: _____

Date

Date Documents Returned by Broker to Seller: _____

Date

DOCUMENTS RETURN RECEIPT BY SELLER FROM BROKER:

By: _____

Name: _____

Date Returned Documents Received by Seller from Broker: _____

Date

Document Exhibit "1"

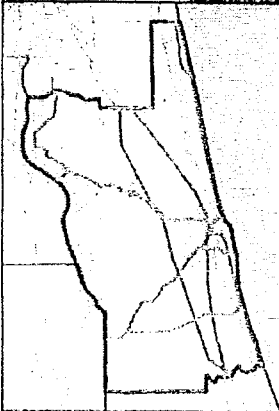
Document List – Record of Documents provided to Purchaser by Seller

(Attached to and made a part of Real Estate Sale Agreement dated _____, 20____)

Property Name: _____

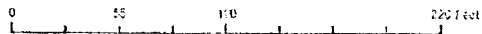
Address: _____

City: _____



4881 SR 16

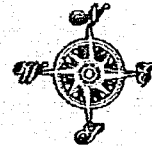
Proposed 911 Back Up



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date June 10, 2011
(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.