

RESOLUTION NO. 86-48

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, Parker-Hannifin Corporation, as owner, has tendered two warranty deeds, dated April 15, 1986 and a partial release ^{of} mortgage dated April 8, 1986 to the Board of County Commissioners of St. Johns County, Florida conveying to the County certain lands for road rights-of-way

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described warranty deeds and partial release of mortgage are hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring construction or maintenance on the subject property by the County.

Section 2. The Clerk is instructed to record the documents in the official public records of St. Johns County.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22 day of April, 1986.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Francis M. Brubaker
Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk

PARTIAL RELEASE OF MORTGAGE

WHEREAS, by Mortgage and Security Agreement dated as of the 1st day of December, A. D., 1985, and recorded in the office of the Clerk of the Circuit Court in and for the County of St. Johns, State of Florida, in Official Records Book 691, Page 1256, granted and conveyed unto ST. JOHNS COUNTY DEVELOPMENT AUTHORITY and assigns (said Mortgage and Security Agreement having been assigned to the undersigned as Trustee under a certain Indenture of Trust of even date with said Mortgage and Security Agreement), the premises therein particularly described, to secure the payment certain sums, with interest as therein mentioned; and

WHEREAS, the said PARKER-HANNIFIN CORPORATION has requested the said ST. JOHNS COUNTY DEVELOPMENT AUTHORITY, through the Trustee, to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage and Security Agreement.

NOW, THEREFORE, KNOW YE, that the said ST. JOHNS COUNTY DEVELOPMENT AUTHORITY as well in consideration of the premises as of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand paid by the said PARKER-HANNIFIN CORPORATION at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said Mortgage and Security Agreement unto the said PARKER-HANNIFIN CORPORATION, its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said mortgage, to-wit:

Property as described in Exhibit "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said PARKER-HANNIFIN CORPORATION and assigns forever, freed, exonerated and discharged of and

from the lien of said mortgage, and every part thereof; Provided, always, nevertheless, that nothing therein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage and Security Agreement on the remaining part of said mortgaged premises, not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said Mortgagee by its duly authorized officer, has hereunto set its hand and seal this 8th day of April, A. D., 1986.

Signed, sealed and delivered in the presence of:

ATLANTIC NATIONAL BANK OF FLORIDA, as Trustee

[Signature]
[Signature]

By: [Signature]
Its VICE PRESIDENT & TRUST OFFICER

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that [Signature] as VICE PRESIDENT & TRUST OFFICER of ATLANTIC NATIONAL BANK OF FLORIDA to me personally known, this day acknowledged before me that he executed the foregoing Partial Release of Mortgage as such officer of said national banking association, and that he affixed thereto the official seal of said association; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said Partial Release of Mortgage.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Jacksonville, said County and State, this 9 day of April, A. D., 1986.

[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES _____
NUMBER THREE SEVEN...

WARRANTY DEED

THIS WARRANTY DEED made this 15th day of April, A. D., 1986, by PARKER-HANNIFIN CORPORATION, an Ohio corporation, hereinafter called "Grantor", to the County of St. Johns, Florida, whose address is P. O. Drawer 349, St. Augustine, Florida 32085-0349, hereinafter called the "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in St. Johns County, Florida, more

EXHIBIT A

Parcel 1

Beginning at the Northeast corner of Lot 9, Green Acres Subdivision, according to plat recorded in Map Book 6, Page 5, public records of St. Johns County, Florida, said corner of Lot 9 being also the Southeast corner of said land for Parker-Hannifin Corporation and lying on the West line of a 30 foot wide easement for road; thence North 02 degrees 30 minutes 35 seconds West, along said West line of 30 foot easement, a distance of 1,123.37 feet to the Northeast corner of said land for Parker-Hannifin Corporation; thence North 86 degrees 19 minutes 30 seconds West, along the North line of said land, 15.09 feet; thence South 02 degrees 30 minutes 35 seconds East, parallel with said West line of 30 foot wide easement, a distance of 1,120.83 feet to the South line of said land for Parker-Hannifin Corporation; thence South 76 degrees 59 minutes 00 seconds East, along said South line a distance of 15.57 feet to the point of beginning; containing 0.39 acres.

Parcel 2


A parcel of land in section 5, Township 7 South, Range 29 East, St. Johns County, Florida, for road right of way, said parcel of land being a part of that land for Parker-Hannifin Corporation and more particularly described as follows:

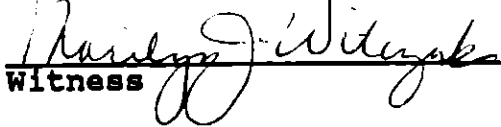
Commence at the Northeast corner of Lot 9, Green Acres Subdivision, according to plat recorded in Map Book 6, Page 5, public records of St. Johns County, Florida, said corner of Lot 9 being also the Southeast corner of said land for Parker-Hannifin Corporation; thence along the South line of said land for Parker-Hannifin Corporation, North 76 degrees 59 minutes 00 seconds West, a distance of 15.57 feet to the point of beginning of the herein described parcel of land; thence continue North 76 degrees 59 minutes 00 seconds West, a distance of 727.66 feet; thence North 13 degrees 01 minutes 00 seconds East, 60.00 feet; thence South 76 degrees 59 minutes 00 seconds East, parallel with said South line of that land for Parker-Hannifin Corporation, 710.99 feet; thence South 02 degrees 30 minutes 35 seconds East, a distance of 62.27 feet to the point of beginning; containing 1.51 acres.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered PARKER-HANNIFIN CORPORATION
in the presence of:


Witness

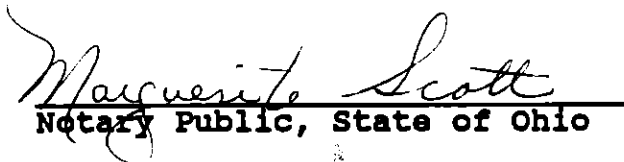
By: 
Its Vice President


Witness

STATE OF OHIO
COUNTY OF CUYAHOGA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph D. Whiteman, to me known to be the Vice President of Parker-Hannifin Corporation, an Ohio corporation, who executed the foregoing instrument and acknowledged before me that he had full authority to do so for all purposes expressed therein.

WITNESS my hand and official seal in the County and State aforesaid, this 15th day of April, A. D., 1986.


Notary Public, State of Ohio

My Commission Expires: Nov. 18, 1990

WARRANTY DEED

THIS WARRANTY DEED made this 15th day of March, A. D., 1986, by PARKER-HANNIFIN CORPORATION, an Ohio corporation, hereinafter called "Grantor", to the County of St. Johns, Florida, whose address is P. O. Drawer 349, St. Augustine, Florida 32085-0349, hereinafter called the "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in St. Johns County, Florida, more particularly described as follows:

A parcel of land in section 5, Township 7 South, Range 29 East, St. Johns County, Florida, for road right of way, said parcel of land being a part of that land for Parker-Hannifin Corporation and more particularly described as follows:

Commence at the Northeast corner of Lot 9, Green Acres Subdivision, according to plat recorded in Map Book 6, Page 5, public records of St. Johns County, Florida, said corner of Lot 9 being also the Southeast corner of said land for Parker-Hannifin Corporation; thence along the South line of said land for Parker-Hannifin Corporation, North 76 degrees 59 minutes 00 seconds West, a distance of 15.57 feet to the point of beginning of the herein described parcel of land; thence continue North 76 degrees 59 minutes 00 seconds West, a distance of 727.66 feet; thence North 13 degrees 01 minutes 00 seconds East, 60.00 feet; thence South 76 degrees 59 minutes 00 seconds East, parallel with said South line of that land for Parker-Hannifin Corporation, 710.99 feet; thence South 02 degrees 30 minutes 35 seconds East, a distance of 62.27 feet to the point of beginning; containing 1.51 acres.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way pertaining.

To have and to hold the same in fee simple forever; provided, however, that in the event construction of a public road on said property is not commenced within one (1) year of the date hereof or in the event the use of said premises by Grantee as a public road is vacated or abandoned at any time, then fee simple ownership of the premises shall automatically revert to Grantor immediately upon the happening of either of the above said contingencies without the necessity of any action by Grantor whatsoever.

Grantor hereby covenants with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 1985, and easements and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered PARKER-HANNIFIN CORPORATION
in the presence of:

Thomas J. [Signature]
Witness

By: [Signature]
Its Vice President

[Signature]
Witness

STATE OF OHIO
COUNTY OF CUYAHOGA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph D. Whiteman, to me known to be the Vice President of Parker-Hannifin Corporation, an Ohio corporation, who executed the foregoing instrument and acknowledged before me that he had full authority to do so for all purposes expressed therein.

WITNESS my hand and official seal in the County and State aforesaid, this 15th day of April, A. D., 1986.

[Signature]
Notary Public, State of Ohio

My Commission Expires: Nov. 18, 1990