

RESOLUTION NO. 87-176

A RESOLUTION AUTHORIZING THE EXECUTION OF CERTAIN CONTRACTS FOR THE PURCHASE OF CERTAIN PROPERTY RIGHTS NECESSARY FOR THE CONSTRUCTION OF A LIMITED ACCESS HIGHWAY AS AN EXTENSION OF STATE ROAD 312; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter called "County," has received offers to sell certain property rights necessary for the County's construction of a limited access highway as an extension of State Road 312 from W.W. O'CONNELL and ST. JOHNS ENTERPRISES AND INVESTMENTS, LTD., and

WHEREAS, the County is desirous of accepting the proposed Contracts offered by the Said W.W. O'CONNELL and ST. JOHNS ENTERPRISES AND INVESTMENTS, LTD. upon the terms and conditions contained therein, copies of such Contracts being attached hereto.

NOW, THEREFORE, be it RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The County accepts the aforementioned Contracts as offered by W.W. O'CONNELL and ST. JOHNS ENTERPRISES AND INVESTMENTS, LTD. upon the terms and conditions contained therein.

Section 2. By its acceptance of such proposed Contracts, the County agrees to pay only the following costs involved in the purchase of said property rights:

- a. Title Insurance
- b. Cost of preparation of the Deeds.
- c. Cost of recording the Deeds.
- d. Any other charges which may be levied necessary to the recording of the Deeds.

Section 3. That the purchase of the subject lands pursuant to these Contracts eliminates the costs, including payment of the property owners expert witness fees and attorney's fees, that would be charged to the County if title were obtained by condemnation. The purchase price as set forth in said contracts thus represents

all compensation to be paid to W.W. O'CONNELL and ST. JOHNS ENTERPRISES AND INVESTMENTS, LTD., including the purchase price of the property rights to be acquired by the County, attorney's fees and any other costs not specifically enumerated in Section 2 hereof.

Section 4. The Chairman of the Board of County Commissioners, St. Johns County, Florida, and the Clerk of the Circuit Court for St. Johns County, ex officio Clerk of the Board of County Commissioners, St. Johns County, Florida, or his designated Deputy Clerk, be, and they are hereby, authorized and directed to duly execute the originals of such Contracts.

Section 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 25 day August, A.D., 1987.

BY: Phyllis L. Lydon
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

ATTEST:

Paul "Bud" Mantel

Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida

STATE ROAD 312 EXTENSION-SEARS PARCEL 1

A PART OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25 AND OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED IN OFFICIAL RECORDS BOOK 658, PAGE 1539, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 25; THENCE SOUTH 80°11'00" EAST, ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED AS PARCEL I IN OFFICIAL RECORDS BOOK 245, PAGE 983, OF SAID PUBLIC RECORDS; A DISTANCE OF 52.03 FEET; THENCE SOUTH 01°05'24" EAST, ALONG THE EASTERLY LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 658, PAGE 1539, A DISTANCE OF 290.45 FEET; THENCE NORTH 71°46'25" WEST, A DISTANCE OF 261.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1849.86 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 360.39 FEET, MAKING A CENTRAL ANGLE OF 11°09'44" AND HAVING A CHORD BEARING OF NORTH 77°21'18" WEST AND A CHORD DISTANCE OF 359.82 FEET; THENCE NORTH 00°42'48" WEST, ALONG THE WESTERLY LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 658, PAGE 1539, A DISTANCE OF 135.40 FEET; THENCE NORTH 89°39'55" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 544.77 FEET TO THE POINT OF BEGINNING. CONTAINING 2.82 ACRES MORE OR LESS.

THIS DESCRIPTION PREPARED FROM DEEDS AND SURVEYS FURNISHED AND IS NOT BASED ON AN ACTUAL BOUNDARY SURVEY.

Exhibit "A"

C O N T R A C T

THIS AGREEMENT made and entered into this 25 day of August, A. D., 1987, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and ST. JOHNS ENTERPRISES AND INVESTMENTS, LTD., hereinafter called "Seller."

W I T N E S S E T H:

WHEREAS, the County proposes to construct a limited access highway as an extension of State Road 312, a portion of which will cross a portion of the property of the Seller, and

WHEREAS, the County is desirous of purchasing, on a negotiated basis, the property rights necessary for the construction of such limited access highway and Seller are desirous of selling upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and County shall buy, for the purchase price hereinafter set forth, all that real estate along the Northerly portion of the Seller's property as delineated in Exhibit "A" attached hereto and made a part hereof, said property being a part of the Southeast 1/4 of Section 25, Township 7 South, Range 30 East, St. Johns County, Florida, together with all rights of access, light, air and view along such property being acquired by the County and the remaining lands of the Seller.

2. The purchase price of the property rights to be acquired by the County shall be \$40,000.00 for 0.56 acres.

3. Conveyance shall be by good and sufficient warranty deed which shall convey the property in fee simple. The County shall have 30 days to make such examination of title as it deems appropriate and shall advise the Seller, in writing, of any defects of title or exceptions thereto and Seller shall have 15 days thereafter to clear such defects or exceptions and to close. The full purchase price shall be paid at the time of closing.

4. As additional consideration for the sale of the property by the Seller, the County agrees that Seller may construct, at Seller's expense, one two or four lane intersection within such Parcel, with the understanding that such intersection must comply with County Ordinance 86-4, as amended, and which may be connected by Seller, at a location approved by St. Johns County, with the State Road 312 extension to be constructed.

5. It is understood and agreed that the County shall pay for title insurance and for the cost of preparation of the deed, recording of the deed and any other charges which may be levied necessary to the recording of the deed.

6. The County agrees that it shall award a contract for the construction of such road no later than 4 years from the date of execution hereof and that in the event a contract for the construction of said State Road 312 extension is not awarded by such date, that the County will reconvey the property rights to be acquired hereunder to the Seller its successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first written above.

Signed, sealed and delivered
in the presence of:

Cheryl Kent
Witness as to County

Susan M. McDonald
Witness as to County

Dottie Hudson
Witness as to Seller

Gloria Benoscheck
Witness as to Seller

ST. JOHNS COUNTY, FLORIDA

By: *Phyllis L. Lyden*
Chairman

ATTEST:

Carl B. Markel
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida

"County"

ST. JOHNS ENTERPRISES AND
INVESTMENTS, LTD.

By: *[Signature]*
Its General Partner

"Seller"

STATE ROAD 312 EXTENSION-SEARS PARCEL 2

A PART OF THAT PART OF THE G. W. PERPALL GRANT, SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 335, PAGE 161, OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 80°11'00" EAST, ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED AS PARCEL I IN OFFICIAL RECORDS BOOK 245, PAGE 983, OF SAID PUBLIC RECORDS, AND A SOUTHEASTERLY PROJECTION THEREOF, A DISTANCE OF 343.5 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5A (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 09°29'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 339.79 FEET TO THE NORTHERLY LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 335, PAGE 161; THENCE SOUTH 80°31'00" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 220.0 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 263, PAGE 511, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE NORTH 09°29'00" EAST, ALONG THE EASTERLY LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 263, PAGE 511, A DISTANCE OF 140.0 FEET; THENCE SOUTH 80°31'00" EAST, ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED AS PARCEL A IN OFFICIAL RECORDS BOOK 511, PAGE 189, OF SAID PUBLIC RECORDS, A DISTANCE OF 202.84 FEET; THENCE SOUTH 00°31'30" EAST, ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED BOOK 251, PAGE 660, OF SAID PUBLIC RECORDS A DISTANCE OF 90.7 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE SOUTH 86°25'50" WEST, A DISTANCE OF 224.4 FEET TO THE POINT OF BEGINNING. CONTAINING 0.56 ACRES MORE OR LESS.

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Exhibit "A"

C O N T R A C T

THIS AGREEMENT made and entered into this 25 day of August, A. D., 1987, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and W. W. O'CONNELL, hereinafter called "Seller."

W I T N E S S E T H:

WHEREAS, the County proposes to construct a limited access highway as an extension of State Road 312, a portion of which will cross a portion of the property of the Seller, and

WHEREAS, the County is desirous of purchasing, on a negotiated basis, the property rights necessary for the construction of such limited access highway and Seller is desirous of selling upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and County shall buy, for the purchase price hereinafter set forth, all that real estate along the Northerly portion of the Seller's property as delineated in Exhibit "A" attached hereto and made a part hereof, said property being a part of the Southeast 1/4 of Section 25, Township 7 South, Range 30 East, St. Johns County, Florida, together with all rights of access, light, air and view along such property being acquired by the County and the remaining lands of the Seller.

2. The purchase price of the property rights to be acquired by the County shall be \$35,000.00 per acre for 2.82 acres.

3. Conveyance shall be by good and sufficient warranty deed which shall convey the property in fee simple. The County shall have 30 days to make such examination of title as it deems appropriate and shall advise the Seller, in writing, of any defects of title or exceptions thereto and Seller shall have 15 days thereafter to clear such defects or exceptions and to close. The full purchase price shall be paid at the time of closing.

4. As additional consideration for the sale of the property by the Seller, the County agrees that Seller may construct, at Seller's expense, one two or four lane intersection within such Parcel, with the understanding that such intersection must comply with County Ordinance 86-4, as amended, and which may be connected by Seller, at a location approved by St. Johns County, with the State Road 312 extension to be constructed.

5. It is understood and agreed that the County shall pay for title insurance and for the cost of preparation of the deed, recording of the deed and any other charges which may be levied necessary to the recording of the deed.

6. The County agrees that it shall award a contract for the construction of such road no later than 4 years from the date of execution hereof and that in the event a contract for the construction of said State Road 312 extension is not awarded by such date, that the County will reconvey the property rights to be acquired hereunder to the Seller his successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first written above.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Cheryl Kent
Witness as to County

By: *Phyllis L. Lydon*
Chairman

Lynn M. McDonald
Witness as to County

ATTEST:
Carl "Bud" Marshall
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida

"County"

Dottie Hudson
Witness as to Seller

W. W. O'Connell
W. W. O'Connell

Gina Bruschi
Witness as to Seller

"Seller"