

RESOLUTION NO. 87-224

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 NEWCOURT, INC. and from JEROME G. KASS and LORITTA KASS, and

WHEREAS, the County has received an offer to sell certain borrow or fill material off of the properties of SOUTHGLEN, INC., for use in the construction of the said State road 312 Extension, and

WHEREAS, the County is desirous of accepting the proposed Contracts offered by the said NEWCOURT, Inc., and by JEROME G. KASS and LORITTA KASS and by SOUTHGLEN, INC., upon the terms and conditions contained therein, copies of such proposed 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 NEWCOURT, INC., and by JEROME G. KASS and LORITTA KASS and by SOUTHGLEN, INC., upon the terms and conditions contained therein.

Section 2. By its acceptance of such proposed Contracts, the County agrees:

a. To pay only the following costs involved in the purchase of said property rights from NEWCOURT, INC., and from JEROME G. KASS and LORITTA KASS:

i. Title Insurance.

- ii. Cost of preparation of the Deeds.
- iii. Cost of recording the Deeds.
- iv. Any other charges which may be levied necessary to the recording of the Deeds.

b. To pay the sum of \$17,500 to SOUTHGLEN, INC., within thirty days from the date hereof for an option to purchase borrow material and for the easement from SOUTHGLEN described in the Contract which sum shall be applied to the purchase price of such material in the manner described in the Contract.

c. To pay \$10.00 to NEWCOURT for the easement described in the County, NEWCOURT, SOUTHGLEN Contract.

Section 3. That the purchase of the subject lands pursuant to these Contracts with NEWCOURT, INC., and with JEROME G. KASS and LORITTA KASS 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 NEWCOURT, INC., and to JEROME G. KASS and LORITTA KASS, 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.a. 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 13 day of October, A. D., 1987.

ST. JOHNS COUNTY, FLORIDA

By: *Phyllis L. Gordon*
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

ATTEST:

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

C O N T R A C T

THIS AGREEMENT made and entered into this 13 day of October, A. D., 1987, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and NEWCOURT, INC., a Florida corporation, 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 properties 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 described 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 between such property being acquired by the County and the remaining lands of the Seller, except for a 4 lane divided intersection, the West Right of Way line of which shall be located 407 feet Eastwardly of the West property line of the Seller, said intersection to contain appropriate traffic lights placed at the County's expense and to be "stubbed" at the Southerly right of way line of the highway to be constructed.

2. The purchase price of the property rights to be acquired shall be \$16,500.00 per acre for all properties lying Eastwardly of a point lying 407 feet East of the West line of the properties to be acquired by the County and \$35,000.00 per acre for all property rights to be acquired lying Westwardly of said point.

3. Conveyance shall be by a 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. It is understood and agreed that the County shall pay 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.

5. 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 award by such date, that the County will reconvey the property rights to be acquired hereunder to the Seller.

IN WITNESS WHEREOF the parties have hereunto set

their hands and seals the day and year first written above.

Signed, sealed and delivered ST. JOHNS COUNTY, FLORIDA
in the presence of:

Cheryl Kent
Witness as to County

BY: Phyllis L. Lydon
Chairman

Lynn M. McDonald
Witness as to County

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

"County"

NEWCOURT, INC.

Louise Dorrough
Witness as to Seller

BY: Paul J. [Signature]
Its President

Nancy Molotoff
Witness as to Seller

ATTEST:
Thomas J. Davis
Its Secretary (CORPORATE SEAL)

"Seller"

State Road 312 Extension - limited access, fee simple

A PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89° 39' 22" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 544.77 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 388, PAGE 195 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; THENCE SOUTH 00° 03' 41" WEST ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 131.89 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 312 (A 120 FOOT RIGHT-OF-WAY AT THIS POINT), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1849.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 209.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE, MAKING A CENTRAL ANGLE OF 06° 29' 56" AND HAVING A CHORD BEARING OF NORTH 87° 05' 30" WEST AND A CHORD DISTANCE OF 209.71 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89° 39' 22" WEST, A DISTANCE OF 163.69 FEET; THENCE SOUTH 85° 50' 31" WEST, A DISTANCE OF 150.33 FEET; THENCE SOUTH 89° 39' 22" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 82° 31' 47" WEST, A DISTANCE OF 401.58 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS OWNED BY JEROME G. KASS AND LORITTA SNYDER KASS; THENCE NORTH 02° 54' 46" WEST ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 180.00 FEET; THENCE NORTH 89° 39' 22" EAST ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 1030.55 FEET TO THE POINT OF BEGINNING, CONTAINING 140,280 SQUARE FEET, OR, 3.220 ACRES, MORE OR LESS.

Exhibit "A"

C O N T R A C T

THIS AGREEMENT made and entered into this 13 day of October, A. D., 1987, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and JEROME G. KASS and LORITTA KASS, hereinafter called "Sellers."

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 Sellers, 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 Sellers are desirous of selling upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Sellers shall sell and County shall buy, for the purchase price hereinafter set forth, all that real estate described 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 between such property being acquired by the County and the remaining lands of the Sellers.

2. The purchase price of the property rights to be acquired by the County shall be \$30,000.00 per acre for the 1.307 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 Sellers, in writing, of any defects of title or exceptions thereto

and Sellers 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. 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.

5. 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 Sellers.

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

Signed, sealed and delivered ST. JOHNS COUNTY, FLORIDA
in the presence of:

Cheryl Kent
Witness as to County

By: Phyllis L. Lydon
Chairman

James M. McDonald
Witness as to County

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"

[Signature]
Witness as to Sellers

Jerome G. Kass
JEROME G. KASS

[Signature]
Witness as to Sellers

Loritta Kass
LORITTA KASS

"Sellers"

State Road 312 Extension - limited access, fee simple

A PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, WITH THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD (A 200 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE NORTH 89° 39' 22" EAST, ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 300.00 FEET; THENCE SOUTH 02° 54' 46" EAST, A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PROPOSED STATE ROAD 312 (RIGHT-OF-WAY VARIES AT THIS POINT); THENCE SOUTH 85° 50' 04" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 299.77 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AFOREMENTIONED FLORIDA EAST COAST RAILROAD; THENCE NORTH 02° 54' 46" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 56,940 SQUARE FEET, OR, 1.307 ACRES, MORE OR LESS.

AGREEMENT

THIS AGREEMENT made and entered into this 13 day of October, A. D., 1987, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and NEWCOURT, INC., a Florida corporation, hereinafter called "NEWCOURT," and SOUTHGLEN, INC., a Florida corporation, hereinafter called "SOUTHGLEN."

W I T N E S S E T H:

WHEREAS, the County and NEWCOURT have simultaneously herewith entered into a contract relating to the acquisition of certain properties by the County from the Seller for the purpose of construction of a portion of an extension of State Road 312, a limited access highway, across a portion of the properties of NEWCOURT, and

WHEREAS, SOUTHGLEN is owner of the following described properties in St. Johns County, Florida, adjacent to the properties agreed to be sold for such State Road 312 extension:

Properties described in Exhibit "A"

and

WHEREAS, NEWCOURT is the owner of the following described properties in St. Johns County, Florida, upon which County desires to build a haul road:

Properties described in Exhibit "B"

and

WHEREAS, the County is desirous of acquiring borrow or fill material off of the properties of SOUTHGLEN for use in the construction of the said State Road 312 extension upon the terms and conditions hereof, and

WHEREAS, the parties are desirous of setting forth the terms and conditions of the purchase of such borrow material and construction of a haul road.

NOW, THEREFORE, it is mutually agreed as follows:

1. On or before October 13, 1987, SOUTHGLEN shall ^ designate within the lands described in Exhibit "A" two surface area totalling two acres from which the County ^will, at its own cost and expense, clear, grub and remove borrow material for use in the construction of embankment sections of the State Road 312 extension. The location and physical configuration of the two borrow pits shall be subject to approval by the County. Each such surface area shall have a length to width ratio no greater than four to one. The County may assign and delegate its rights and responsibilities under this Agreement to a contractor, contracting for the construction of such State Road 312 extension in accordance with the County's normal procedures.

2. County shall pay \$17,500 to SOUTHGLEN within 30 days after execution of this Agreement between SOUTHGLEN and County. For and in consideration of the above promise of the County to pay SOUTHGLEN such \$17,500, SOUTHGLEN hereby grants to County and its assigns an option, irrevocable during the term hereof as hereinafter set forth, to purchase borrow material from such sites, upon the terms and conditions herein contained, for the sum of \$.50 per cubic yard, in place, measured at the embankment as hereinafter described, it being contemplated by the parties that the County will require at least 140,000 cubic yards of material. The sum of \$17,500, hereinbefore agreed to be paid by the County for such option, shall be applied to the purchase price of such material. Thereafter, additional material shall be paid for on a monthly basis within the thirty days after the end of each month based on estimates prepared by the project engineer for the County in the construction of the State Road 312 extension, subject to adjustment and

final measurement, as hereinafter set forth, at the conclusion of the project.

3. Final payment shall be made within thirty days following all dressing and contouring of the borrow areas, as hereinafter set forth. Final measurement of borrow material utilized by the County and to be paid for by it shall be by a determination of the quantities utilized in the embankment sections of the State Road 312 extension in accordance with the methods of measurement set forth for the measurement of embankment sections by the Florida Department of Transportation Standard Specifications for Road and Bridge Construction under Section 120-12.2, such measurements to be made by a Florida registered surveyor subject to reasonable right of review by both the SOUTHGLEN and by the County.

4. At the conclusion of construction the County shall slope and contour the borrow areas as follows:

a. Side slope shall be at a slope of one foot vertical to four feet horizontal up to a water depth of six feet, and

b. Side slope shall be at a slope of one foot vertical to four feet horizontal for depths greater than six feet.

5. In consideration of \$10.00 hereby agreed by the County to be paid to NEWCOURT, and in further consideration of the premises and of the sums hereinabove agreed to be paid by the County, SOUTHGLEN and NEWCOURT hereby give and grant a forty foot wide easement to the County to construct a twenty foot wide haul road along a route to be determined by the SOUTHGLEN and NEWCOURT and acceptable to the County in a reasonably direct fashion from the location of a proposed intersection of the State Road 312 extension located approximately 850 feet east of the Florida East

Coast Railway right-of-way to the borrow areas, provided, however, that the twenty foot haul road shall, for a distance sufficient to provide access to the properties of Jerome and Loritta Kass, as hereinafter set forth, be contiguous to the properties of the said Jerome and Loritta Kass. It is understood and agreed that the County, or its assigns, shall clear, grade and stabilize the haul road in a good and workmanlike manner until such time as the County ceases use of the borrow pits. During such time the County, or its assigns, shall provide good and sufficient drainage in accordance with normal engineering standards by means of a swale along such haul road and shall be sufficient to provide for pre-development run off requirements for such haul road.

6. In further consideration of the sum hereinabove agreed to be paid, the NEWCOURT agrees to provide an easement to Jerome and Loritta Kass, their heirs and assigns, for ingress and egress to and from their adjacent properties along such haul road to the intersection hereinabove mentioned until such time as alternative means of ingress and egress are provided to the said Jerome and Loritta Kass, their heirs and assigns, by means of appropriate platted and dedicated roads or otherwise. It is understood and agreed that the easement given in favor of Jerome and Loritta Kass, their heirs and assigns, shall survive this Agreement and shall be binding upon any successors in interest of NEWCOURT.

7. It is understood and agreed that the easements and the option to purchase borrow material, herein given to the County, except the easement in favor of Jerome and Loritta Kass, shall continue until acceptance of the State Road 312 extension project by the County from its

contractor, but in no event to exceed six (6) years from the date of execution hereof.

8. SOUTHGLEN and NEWCOURT agree that they have good and sufficient title to the property upon which the borrow area and haul road are to be constructed, that they have lawful authority to enter into this Agreement, and warrant and will protect the County from the claims of all other persons whomsoever as a result of any defect of title or exceptions thereto.

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

Signed, sealed and delivered ST. JOHNS COUNTY, FLORIDA in the presence of:

Cheryl Kent
Witness as to County

By: Phyllis L. Lydon
Chairman

Lynn M. McDonald
Witness as to County

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

Louise Dorrough
Witness as to Newcourt

"County"
NEWCOURT, INC.
By: [Signature]
Its President (CORPORATE SEAL)

Nancy Nolofoff
Witness as to Newcourt

ATTEST:
Thomas H. Davis
Its Secretary

Louise Dorrough
Witness as to Southglen

"Newcourt"
SOUTHGLEN, INC.
By: [Signature]
Its President (CORPORATE SEAL)

Nancy Nolofoff
Witness as to Southglen

ATTEST:
Thomas H. Davis
Its Secretary

"Southglen"

A parcel of land in the southeast quarter of Section 25, Township 7 South, Range 29 East and in Section 30, Township 7 South, Range 30 East, St. Johns County, Florida, containing 50.69 acres more or less and being more fully described as follows:

Commencing at the intersection of the north line of said southeast quarter of Section 25 with the East line of the Florida East Coast Railway right of way, said right of way being 200 feet in width at this point; thence south 3 degrees 36 minutes 00 seconds east, on said right of way line, 40.03 feet; thence north 88 degrees 42 minutes 22 seconds east, on the south line of a 40 foot width strip of land conveyed to St. Johns County, Florida, as described in Deed recorded in Official Records Book 560, Pages 541 and 542, Public Records of said County, 300.00 feet; thence south 3 degrees 36 minutes 00 seconds east 1,319.56 feet to the point of beginning; thence north 88 degrees 42 minutes 22 seconds east 959.19 feet; thence south 00 degrees 49 minutes 28 seconds east, on the west line of that land described in Official Records Book 388, Pages 194 and 195, Public Records of said County, 92.39 feet; thence north 89 degrees 29 minutes 46 seconds east, on the south line of said land described in Official Records Book 388, Pages 194 and 195, a distance of 600.25 feet; thence southerly on the west right of way line of State Road No. S-5A, said right of way being 66 feet in width, on a curve concave easterly with radius of 2,897.63 feet, a chord distance of 220.70 feet on a chord bearing of south 1 degrees 02 minutes 31 seconds west, to the point of tangency of said curve; thence south 1 degree 08 minutes 26 seconds east, on said west right of way line of road, 922.83 feet; thence south 87 degrees 46 minutes 30 seconds west, on the south line of said southeast quarter of Section 25 and on the easterly extension thereof, 1,796.13 feet; thence north 3 degrees 36 minutes 00 seconds west, on said east right of way line of Railway, 1,171.69 feet; thence north 88 degrees 42 minutes 22 seconds east 300.00 feet; thence north 3 degrees 36 minutes 00 seconds west 102.53 feet to the point of beginning.

Exhibit "A"

A parcel of land in the southeast quarter of Section 25, Township 7 South, Range 29 East, St. Johns County, Florida, containing 30.00 acres more or less and being more fully described as follows:

Commencing at the intersection of the north line of said southeast quarter of Section 25 with the east line of the Florida East Coast Railway right of way, said right of way being 200 feet in width at this point; thence south 3 degrees 36 minutes 00 seconds east, on said right of way line, 40.03 feet; thence north 88 degrees 42 minutes 22 seconds east, on the south line of a 40 foot width strip of land conveyed to St. Johns County, Florida as described in Deed recorded in Official Records Book 560, Pages 541 and 542, Public Records of said County, 300.00 feet to the point of beginning at the northwest corner of the herein described parcel of land; thence continuing north 88 degrees 42 minutes 22 seconds east, on said south line of 40 foot width strip of land, 1,023.09 feet; thence south 00 degrees 49 minutes 28 seconds east, on the west line of that land described in Official Records Book 388, Pages 194 and 195, Public Records of said County, 1,318.53 feet; thence south 88 degrees 42 minutes 22 seconds west 959.19 feet; thence north 3 degrees 36 minutes 00 seconds west 1,319.56 feet to the point of beginning,

Exhibit "B"