

RESOLUTION NO. 88- 284

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE ACQUISITION OF CERTAIN PROPERTY 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 an offer to convey certain property necessary for the County's construction of a limited access highway as an extension of State Road 312 from SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY upon the terms and conditions contained therein, a copy of such proposed Contract 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 Contract as offered by SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY upon the terms and conditions contained therein.

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

a. To pay only the following costs involved in obtaining said property from SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY:

- i. Title Insurance.
- ii. Cost of preparation of the Deed.
- iii. Cost of recording the Deed.
- iv. Any other charges which may be levied necessary to the recording of the Deed.

Section 3. That the acquisition of the subject lands pursuant to the Contract with SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY eliminates the costs, including payment of the property owner's expert

witness fees and attorney's fees, that would be charged to the County if title were obtained by condemnation. The acceptance of the work agreed to be performed by County as set forth in said contract thus represents all compensation to be paid to SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, including the purchase price of the property 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 original of such Contract.

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

ADOPTED this 8th day of November, A. D., 1988.

ST. JOHNS COUNTY, FLORIDA

BY: Lawrence O. Hatley
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

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

C O N T R A C T

THIS AGREEMENT made and entered into this 8th day of November, A. D., 1988, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, hereinafter called "Owner."

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 Owner, and

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Owner shall convey to County all that real property as delineated in Exhibit "A" attached hereto and made a part hereof, together with all rights of access, ~~light, air and view along such property being acquired by the County and the remaining lands of the Owner~~ and in consideration therefor County will move the existing chain link fence to the right-of-way line, fill and reslope the side of the existing retention pond and County, in construction of the State Road 312 Extension, will install a weir in the retention pond and discharge the overflow water to the larger retention pond to be constructed along the right-of-way of the proposed State Road 312 Extension in accordance with construction plans for State Road 312 Extension.

2. 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.

3. 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.

4. 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:

Connie E. McDaniel
Witness as to County

By: Lawrence P. Saitley
Chairman

Nancy A. Hendrix
Witness as to County

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

"County"

BELLSOUTH SERVICES INCORPORATED
AS AGENT FOR SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By: Antoine
GENERAL MANAGER - PROPERTY
AND SERVICES MANAGEMENT/FLORIDA

"Owner"

Marilyn E. Fay
Witness as to Owner

Louise S. Champion
Witness as to Owner

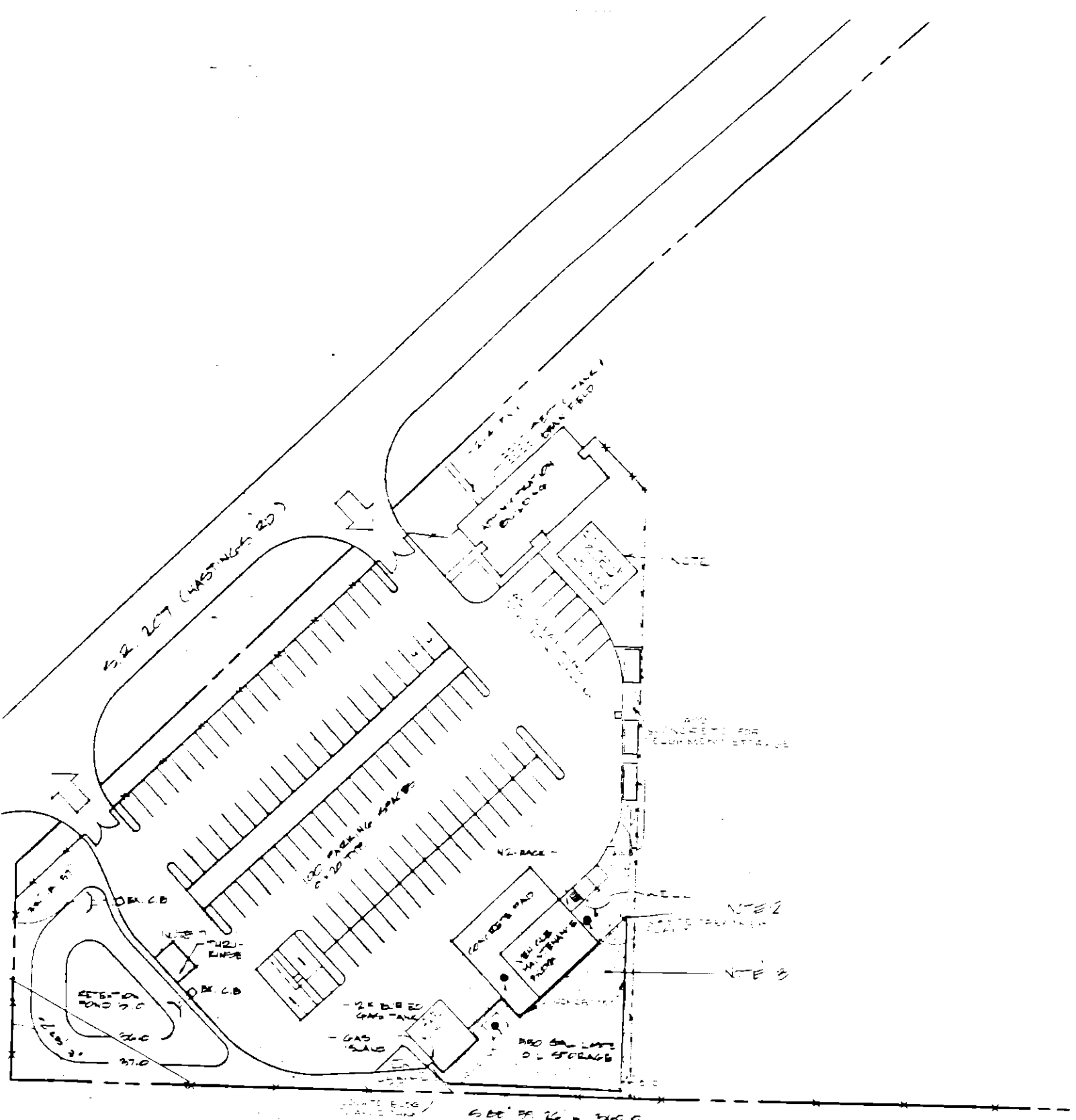
APPROVED AS TO FORM

K.L. Gray
GENERAL ATTORNEY

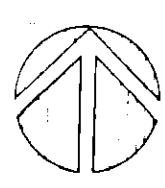
SOUTHERN BELL - AREA OF TAKE

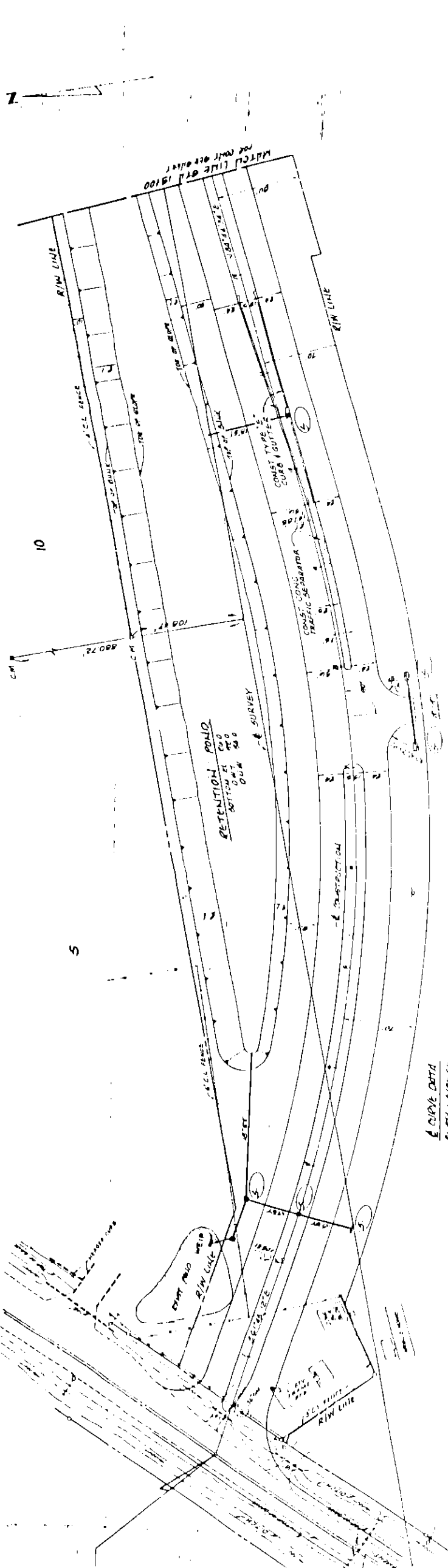
A PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF THE ANTONIO CANOVAS GRANT (SECTION 48) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 207 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 44° 34' 50" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.84 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 44° 21' 35" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 988.80 FEET TO A POINT OF CURVATURE IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00° 34' 21" EAST ALONG THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 549, PAGE 670 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 66.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61° 45' 12" EAST ALONG THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 312 (A 120 FOOT RIGHT-OF-WAY AT THIS POINT), A DISTANCE OF 85.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1213.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 35.33 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 1, MAKING A CENTRAL ANGLE OF 01° 40' 07", AND HAVING A CHORD BEARING OF SOUTH 62° 35' 16" EAST AND A CHORD DISTANCE OF 35.33 FEET; THENCE SOUTH 89° 39' 22" WEST ALONG SAID NORTH LINE, A DISTANCE OF 105.69 FEET TO THE AFOREMENTIONED EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 549, PAGE 670; THENCE NORTH 00° 34' 21" WEST ALONG SAID EAST LINE, A DISTANCE OF 57.14 FEET TO THE POINT OF BEGINNING, CONTAINING 2995 SQUARE FEET, OR, 0.069 ACRE, MORE OR LESS.

EXHIBIT "A"



P-O PLAN
SCALE = 1/30





- ± CURVE DATA**
- 1. STA. 19+00.00
 - 2. STA. 19+00.00
 - 3. 41° 30'
 - 4. 444.50 M.T.D
 - 5. 118.50'
 - 6. 405.00'
 - 7. 195.00'
 - 8. 195.00'
 - 9. 195.00'
 - 10. 195.00'
 - 11. 195.00'

