

RESOLUTION NO. 88-57

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE 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 sell certain property necessary for the County's construction of a limited access highway as an extension of State Road 312 from EUGENE B. PORTER and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said EUGENE B. PORTER 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 EUGENE B. PORTER 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 the purchase of said property from EUGENE B. PORTER:

- 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 purchase of the subject lands pursuant to the Contract with EUGENE B. PORTER 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 purchase price as set forth in said contract thus represents all compensation to be paid to EUGENE B. PORTER, 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 March, A. D., 1988.

ST. JOHNS COUNTY, FLORIDA

By: Lawrence O. Dally
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

ATTEST:

Paul-Bud-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 March, 1988, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and EUGENE B. PORTER, hereinafer 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 Government Lot 1, Section 25, Township 7 South, Range 29 East, St. Johns County, Florida, subject to right of access, light, air and view retained in Seller as provided in Paragraph 2 hereof.

2. The County will, at the County's expense, construct, install and maintain an intersection, turn lanes and signalization, in accordance with St. Johns County criteria and State of Florida Department of Transportation specifications, allowing access to the Seller's remaining South properties; said intersection to be located at approximately Station 7+50 in accordance with Construction Plans for State Road 312 Extension, St. Johns County, Florida, prepared by Connelly & Wicker, Inc., Consulting Engineers, Jacksonville Beach, Florida. In the event Seller, or his successors in

title to Seller's lands on the South right-of-way of said State Road 312 Extension elect at some future time to develop said lands, County agrees developer will not be required to expend additional funds for signalization, intersection construction, or turn lanes within said right-of-way lines.

3. In the event any of the land acquired pursuant to this Contract that is specifically designated on said Construction Plans as retention pond is not used for retention pond or road right-of-way purposes on the State Road 312 Extension, then the County will restrict the use of said land for public purposes only and will prohibit any access to said land from the State Road 312 Extension. In no event will any unused retention pond land be sold or transferred except to another governmental agency for public purposes. This restriction shall run with said land and remain in full force and effect for 25 years from the date hereof unless sooner released by written stipulations of County, or its assigns, and Seller, his heirs, personal representatives, or successors in title to Seller's lands bordering said right-of-way on the South.

4. The purchase price for all property rights to be acquired shall be \$200,000.00.

5. 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.

6. It is understood and agreed that the County shall pay costs of title insurance, preparation of deed, documentary stamps on deed, recording the deed, any other charges which may be levied necessary to recording of the deed, and any other closing costs except Seller's attorney fees.

7. 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, the County will, upon demand, reconvey the property rights to be acquired hereunder to the Seller, his heirs, personal representatives, or assigns, as the case may be.

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

Signed, sealed and delivered in the presence of:

Laura M. McDonald
Connie E. McDaniel
As to County

ST. JOHNS COUNTY, FLORIDA

By *Lawrence O. Hartley*
Chairman

ATTEST:

Carl "Bud" Marfel
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns County,
Florida
COUNTY

Wm. H. Hochstadt
Vera S. Harnage
As to Seller

Eugene B. Porter
Eugene B. Porter
SELLER

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, and CARL "BUD" MARKEL who acknowledged that they executed the foregoing instrument as Chairman of the Board of County Commissioners, and as Clerk of the Circuit Court and Secretary of the Board of County Commissioners, respectively, of ST. JOHNS COUNTY, FLORIDA, a Political Subdivision of the State of Florida, and affixed thereto the official seal of ST. JOHNS COUNTY, FLORIDA, as the act and deed of said COUNTY, being thereunto duly authorized.

WITNESS my hand and official seal at St. Augustine, St. Johns County, Florida, this 8th day of March, 1988.

Norna G. Pirkle
Notary Public, State of Florida at Large
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires My Commission Expires Jan. 16, 1989

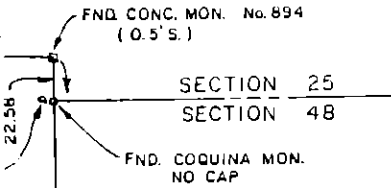
STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officier duly authorized, EUGENE B. PORTER, who, being first duly sworn, deposes and says that he is the person named in and who executed the foregoing Contract, and that the matters and things therein alleged are true and correct.

WITNESS my hand and official seal at St. Augustine, St. Johns County, Florida, this 29th day of February, 1988.

Vera S. Harnage
Notary Public, State of Florida at Large
My commission expires May 5, 1991



MAP SHOWING SURVEY OF

SEARCH PARCEL 13 - AREA OF TAKE

A PART OF GOVERNMENT LOT 1, 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 NORTH LINE OF THE ANTONIO CANOVAS GRANT (SECTION 48) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 207 (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH $44^{\circ} 34' 50''$ EAST AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.84 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH $44^{\circ} 21' 35''$ 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 $00^{\circ} 34' 21''$ EAST, A DISTANCE OF 123.68 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH LINE OF AFOREMENTIONED GOVERNMENT LOT 1; THENCE NORTH $89^{\circ} 39' 22''$ EAST AND ALONG SAID NORTH LINE, A DISTANCE OF 1103.86 FEET; THENCE SOUTH $00^{\circ} 46' 53''$ WEST, A DISTANCE OF 238.34 FEET; THENCE SOUTH $84^{\circ} 44' 34''$ WEST, A DISTANCE OF 77.32 FEET; THENCE NORTH $05^{\circ} 15' 26''$ WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH $84^{\circ} 44' 34''$ WEST, A DISTANCE OF 252.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1343.24 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 785.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, MAKING A CENTRAL ANGLE OF $33^{\circ} 30' 14''$ AND HAVING A CHORD BEARING OF NORTH $78^{\circ} 30' 19''$ WEST AND A CHORD DISTANCE OF 774.32 FEET; THENCE NORTH $61^{\circ} 45' 12''$ WEST, A DISTANCE OF 13.50 FEET; THENCE NORTH $00^{\circ} 34' 21''$ WEST, A DISTANCE OF 91.24 FEET TO THE POINT OF BEGINNING, CONTAINING 246,040 SQUARE FEET, OR, 5.648 ACRES, MORE OR LESS.

1804.96

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

THIS INDENTURE, made this 1ST day of APRIL, 1988 A.D.,
Between EUGENE B. PORTER, conveying non-homestead property
of the County of ST. JOHNS, State of FLORIDA, GRANTORS,
and ST. JOHNS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

whose address is:
P.O. Drawer 349, St. Augustine, Florida 32085
~~of the County of ST. JOHNS, State of FLORIDA, GRANTEEES.~~

WITNESSETH that the GRANTORS, for and in consideration of the
sum of \$10.00 and other good and valuable consideration to GRANTORS
in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged,
have granted, bargained and sold to the said GRANTEEES and GRANTEEES'
heirs and assigns forever, the following described land, situate,
lying and being in the County of ST. JOHNS, State of Florida
to wit:

PROPERTY AS DESCRIBED ON ATTACHED "SCHEDULE A" WHICH DESCRIPTION IS
MADE A PART HEREOF BY REFERENCE AS THOUGH FULLY AND COMPLETELY SET
FORTH HEREIN.

SUBJECT TO Covenants and Restrictions set out in Paragraphs No. 2 and
No. 3 and Reverter Clause contained in Paragraph No. 7, all of that
certain Contract between the Grantor and Grantee herein, dated March 8,
1988, filed April 4, 1988 and recorded in Official Records Book 778,
page 70, of the public records of St. Johns County, Florida.

and the GRANTORS do hereby fully warrant the title to said land,
and will defend the same against lawful claims of all persons
whomsoever. Subject to taxes for the year 1988, and all subsequent
years.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hand and
seal the day and year first above written. Signed, sealed and
delivered in our presence:

Donna DeLoach
(Witness)

Eugene B. Porter
EUGENE B. PORTER

Luanne R. Hickey
(Witness)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared
EUGENE B. PORTER

to me known to be the person(s) described in and who executed the
foregoing instrument and they acknowledged before me that they
executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 1st day of APRIL, 1988.

This Document Prepared By:
LUANNE R. HICKEY
NORTH FLORIDA TITLE COMPANY
1610 PONCE DE LEON BLVD., SUITE A
ST. AUGUSTINE, FL 32085
0269-88-4645A

(SEAL) Luanne R. Hickey
NOTARY PUBLIC
My Commission Expires: 9-31-91

Documentary Tax Pd. \$ 1,100.00
\$ 0 Intangible Tax Pd.
Clerk: "Bud" Markel, Clerk St. Johns
County By: RL D.C.

SCHEDULE "A"

A PART OF GOVERNMENT LOT 1, 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 NORTH LINE OF THE ANTONIO CANOVAS GRANT (SECTION 48) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 207 (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 44° 34' 50" EAST AND 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, A DISTANCE OF 123.68 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH LINE OF AFOREMENTIONED GOVERNMENT LOT 1; THENCE NORTH 89° 39' 22" EAST AND ALONG SAID NORTH LINE, A DISTANCE OF 1103.86 FEET; THENCE SOUTH 00° 46' 53" WEST, A DISTANCE OF 238.34 FEET; THENCE SOUTH 04° 44' 34" WEST, A DISTANCE OF 77.32 FEET; THENCE NORTH 05° 15' 26" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 84° 44' 34" WEST, A DISTANCE OF 252.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1343.24 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 785.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, MAKING A CENTRAL ANGLE OF 33° 30' 14" AND HAVING A CHORD BEARING OF NORTH 78° 30' 19" WEST AND A CHORD DISTANCE OF 74.32 FEET; THENCE NORTH 61° 45' 12" WEST, A DISTANCE OF 13.50 FEET; THENCE NORTH 00° 34' 21" WEST, A DISTANCE OF 91.24 FEET TO THE POINT OF BEGINNING, CONTAINING 246.040 SQUARE FEET, OR, 5.648 ACRES, MORE OR LESS.

TOGETHER WITH all rights of access, light, air and view between such property being acquired by the County and the remaining lands of the Grantor, subject however to the provisions contained in that certain contract between Grantor and Grantee herein, dated March 8, 1988 and recorded simultaneously herewith.

FILED AND RECORDED IN
 PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLORIDA

1989 APR -4 AM 11:07

Paul ...
 CLERK OF COURT