

91 30351

## RESOLUTION NO. 89-6

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN AGREEMENT FOR THE EXCHANGE OF CERTAIN PROPERTIES 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 exchange certain property necessary for the County's construction of a limited access highway as an extension of State Road 312 for property owned by the County not needed for county purposes from JOHN RIMER and RUTH RIMER, and

WHEREAS, the County is desirous of accepting the proposed Agreement offered by the said JOHN RIMER and RUTH RIMER upon the terms and conditions contained therein, a copy of such proposed Agreement being attached hereto, and

WHEREAS, the County has published notice setting forth the terms and conditions of such exchange of property as required by Florida Statutes 125.37.

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 Agreement as offered by JOHN RIMER and RUTH RIMER 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 exchange of said property with JOHN RIMER and RUTH RIMER:

- 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.

Section 3. That the exchange of the subject lands pursuant to the Agreement with JOHN RIMER and RUTH RIMER 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 exchange of property as set forth in said Agreement thus represents all compensation to be received by JOHN RIMER and RUTH RIMER, including 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 Agreement.

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

ADOPTED this 10th day of January, A. D., 1989.

ST. JOHNS COUNTY, FLORIDA

By: *Nancy Walden*  
Chairman of the Board of  
County Commissioners of  
St. Johns County, Florida



ATTEST:

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

A G R E E M E N T

THIS AGREEMENT made and entered into this 10th day of January, A.D., 1989, by and between JOHN RIMER and RUTH RIMER, his wife, hereinafter referred to as "Rimers," and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County."

W I T N E S S E T H:

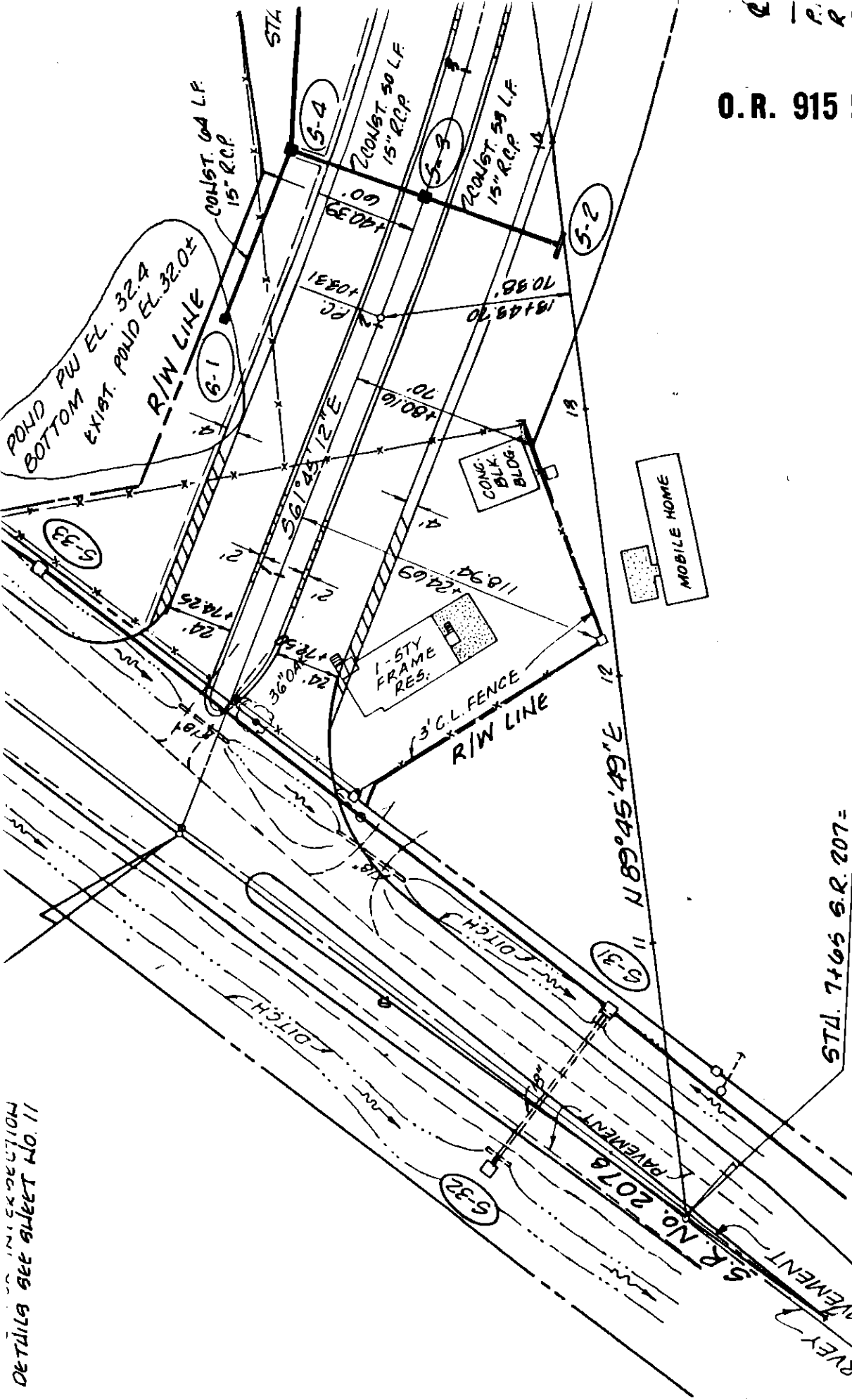
WHEREAS, the County proposes to acquire 32 square feet of property described as follows:

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 degrees 34 minutes 50 seconds 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 degrees 21 minutes 35 seconds East continuing along said right-of-way line, a distance of 803.21 feet to the Point of Beginning; thence continue North 44 degrees 21 minutes 35 seconds East and along said right-of-way line, a distance of 6.52 feet; thence South 25 degrees 16 minutes 20 seconds East, a distance of 10.53 feet; thence North 61 degrees 45 minutes 12 seconds West, a distance of 10.28 feet to the Point of Beginning, containing 32 square feet, or, 0.0007 acre, 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 Rimers in conjunction with its proposed State Road 312 limited access highway, and

WHEREAS, Rimers are desirous of exchanging the above described property for property belonging to St. Johns County adjacent to the remaining property of Rimers, such property to be exchanged described as follows:

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 as now established); thence North 44 degrees 34 minutes 50 seconds East, along said right-of-way line, a distance of 23.84 feet; thence North 44 degrees 21 minutes 35 seconds East, along said



STA. 7465 S.R. 207 =  
 STA. 10+00 & SURVEY

SURVEY & PAVEMENT  
 S.R. NO. 207B  
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DETAILS SEE SHEET NO. 11

right-of-way line, a distance of 809.73 feet to a point, said point also being the Northwesterly corner of those lands described in Official Records Volume 549, Page 670; thence South 25 degrees 16 minutes 20 seconds East, along the Southwesterly line of said lands, a distance of 109.26 feet to the Point of Beginning; thence North 76 degrees 49 minutes 28 seconds East, a distance of 82.81 feet to a point, said point lying on the Westerly line of those lands described in Deed Book 227, Page 319 of said Public Records; thence South 00 degrees 34 minutes 21 seconds East, along said Westerly line, a distance of 0.40 feet; thence South 76 degrees 49 minutes 28 seconds West, along the Southerly line of those lands described in Official Records Volume 549, Page 670, of said Public Records, a distance of 82.64 feet to a point, said point being the Southwesterly corner of said land; thence North 25 degrees 16 minutes 20 seconds West, along the Westerly Line of said lands, a distance of 0.40 feet to the Point of Beginning containing 32.00 square feet, or 0.0007 acres, more or less.

NOW THEREFORE it is mutually agreed as follows:

1. That Rimers agree to convey to the County by good and sufficient warranty deed the following described property:

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 degrees 34 minutes 50 seconds 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 degrees 21 minutes 35 seconds East continuing along said right-of-way line, a distance of 803.21 feet to the Point of Beginning; thence continue North 44 degrees 21 minutes 35 seconds East and along said right-of-way line, a distance of 6.52 feet; thence South 25 degrees 16 minutes 20 seconds East, a distance of 10.53 feet; thence North 61 degrees 45 minutes 12 seconds West, a distance of 10.28 feet to the Point of Beginning, containing 32 square feet, or, 0.0007 acre, more or less.

in consideration of the conveyance by the County to Rimers by good and sufficient deed the following described property:

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 as

now established); thence North 44 degrees 34 minutes 50 seconds East, along said right-of-way line, a distance of 23.84 feet; thence North 44 degrees 21 minutes 35 seconds East, along said right-of-way line, a distance of 809.73 feet to a point, said point also being the Northwesterly corner of those lands described in Official Records Volume 549, Page 670; thence South 25 degrees 16 minutes 20 seconds East, along the Southwesterly line of said lands, a distance of 109.26 feet to the Point of Beginning; thence North 76 degrees 49 minutes 28 seconds East, a distance of 82.81 feet to a point, said point lying on the Westerly line of those lands described in Deed Book 227, Page 319 of said Public Records; thence South 00 degrees 34 minutes 21 seconds East, along said Westerly line, a distance of 0.40 feet; thence South 76 degrees 49 minutes 28 seconds West, along the Southerly line of those lands described in Official Records Volume 549, Page 670, of said Public Records, a distance of 82.64 feet to a point, said point being the Southwesterly corner of said land; thence North 25 degrees 16 minutes 20 seconds West, along the Westerly Line of said lands, a distance of 0.40 feet to the Point of Beginning containing 32.00 square feet, or 0.0007 acres, more or less.

2. That the County agrees as a part of the consideration hereto that at such time as may be required by the State of Florida Department of Transportation it will, at its own cost and expense, relocate one culvert and *and connect to Rumber existing driveway J.R.* driveway apron located on the right-of-way of State Road 207 Westwardly to a point as shall be authorized by the State of Florida Department of Transportation.

3. That it is expressly understood and agreed that this Agreement and contract is contingent upon approval by the Board of County Commissioners of the terms of this Agreement after public hearing and notice as required by Florida Statutes 125.37 and closing shall be conducted within 30 days following passage of the Resolution authorizing this Agreement by the Board of County Commissioners.

4. 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.

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

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:

Rosemary Jones  
Witness as to County

By: Harry Walker  
Chairman

Connie E. McDaniel  
Witness as to County

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

Jim O'Hanry  
Witness as to Seller

"County"  
John Rimer  
JOHN RIMER

Waylan Pierce  
Witness as to Seller

Ruth Rimer  
RUTH RIMER

"Rimers"

COPY OF ADVERTISEMENT

# The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared \_\_\_\_\_

Kristi Robertson who on oath says that she is

Accounting Clerk of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida: that

the attached copy of advertisement, being a \_\_\_\_\_  
Public Hearing

\_\_\_\_\_ in the matter of \_\_\_\_\_

Proposed Property Exchange

\_\_\_\_\_ in the \_\_\_\_\_ Court,

was published in said newspaper in the issues of \_\_\_\_\_

December 20 and 27, 1988

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper has heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

*Kristi Robertson*

Sworn to and subscribed before me \_\_\_\_\_

this 27th day of December

A.D. 19 88

*[Signature]*  
(SEAL) \_\_\_\_\_ Notary Public

My Comm. Expires \_\_\_\_\_  
Bonded \_\_\_\_\_

### NOTICE OF PUBLIC HEARING ON PROPOSED EXCHANGE OF PROPERTY

NOTICE IS HEREBY GIVEN that St. Johns County proposes to pass a Resolution accepting a certain Agreement, after appropriate public hearing, to be held on the 10th day of January, A.D., 1989, at 10:15 a.m. for the exchange of 32 square feet of property located in Government Lot 1, Section 25, Township 7 South, Range 29 East, St. Johns County, Florida, owned by St. Johns County, for 32 square feet of property located in the same Government Lot, Section, Township and Range, owned by John and Ruth Rimer. Both of said parcels being located approximately 1 mile Southwest on State Road 207, adjacent to Southern Bell Distribution Center, a survey of the subject parcels being on file with the St. Johns County Engineering Department located in the County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida. The property owned by the County to be exchanged is no longer needed by St. Johns County for county purposes and the property proposed to be acquired from the Rimers by such exchange is needed for the current extension of State Road 312. The terms and conditions of such exchange of property are that the exchange is to be by warranty deed; the County will relocate one culvert and driveway apron and connect to Rimer's existing driveway located on the right-of-way of State Road 207; the County shall pay the cost of preparation of the deeds, recording of the deed and any other changes which may be levied necessary to the recording of the deeds. This Notice is given pursuant to Florida Statutes 125.37.

All parties having any interest in said proposed exchange of property will be afforded an opportunity to be heard at the public hearing.

If a person decided to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting or hearing, he will need a record of the proceedings, and for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY  
COMMISSIONERS OF ST.  
JOHNS COUNTY, FLORIDA  
Carl "Bud" Markel,  
Its Clerk  
By: Connie E. McDaniel  
Deputy Clerk  
1988 Dec. 20, 27, 1988

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

NOV 21 AM 11:41

*Bud Markel*  
CLERK OF CIRCUIT COURT  
VERIFIED BY  
*JMM*