

RESOLUTION NO. 91- 96

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACKNOWLEDGING THAT ST. JOHNS COUNTY HAS NO INTEREST IN PROPERTIES LOCATED AT THE INTERSECTION OF PALMER STREET AND KING STREET WHERE THE CITY OF ST. AUGUSTINE PROPOSES TO MAKE CERTAIN IMPROVEMENTS AND WHICH LIES WITHIN THE CITY LIMITS OF THE CITY; AND INDICATING THAT IT HAS NO OBJECTION TO THE CITY ENTERING INTO A CERTAIN AGREEMENT WITH THE OWNER OF PROPERTIES WHICH WOULD BE AFFECTED BY THE PROPOSED IMPROVEMENTS AND VACATING AND CONVEYING A PORTION OF PALMER STREET PURSUANT TO THE TERMS OF SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Augustine, Florida proposes to construct certain improvements to the intersection of Palmer Street and King Street within the city limits of the City, and

WHEREAS, it was originally believed that St. Johns County had an interest in the properties involved with the proposed improvements, and

WHEREAS, it was subsequently discovered that St. Johns County had no legal interest in any of the properties which would be involved with the proposed improvements, and

WHEREAS, the owner of properties affected by the proposed improvements has requested that St. Johns County acknowledge that it has no interest in and to any of the properties involved and that it has no objection to the City of St. Augustine entering into an agreement with the owner of affected properties and vacating and conveying a portion of Palmer Street pursuant to the terms of said Agreement.

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

Section 1. That St. Johns County acknowledges that it has no interest in and to any of the properties described in the proposed Agreement between the City of St. Augustine, Florida and Leonard R. Setzer as Trustee of the Sidney Setzer Trust, in substantially the form attached, and that it has no objection to the City entering into such an Agreement, vacating and conveying a portion of Palmer Street pursuant to the terms of said Agreement, and carrying out the proposed improvements to the intersection of Palmer Street and King Street within the city limits of the City of St. Augustine.

Section 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 25 day of June, A. D., 1991.

ST. JOHNS COUNTY, FLORIDA

By: Donald A. Markel
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

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

By: Patricia De Grande

Deputy Clerk

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 1991, by and between CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, hereinafter called the "City," and LEONARD R. SETZER, as Trustee of the Sidney Setzer Trust under Trust Agreement dated December 1, 1963, said Trust Agreement being recorded in Official Records Book 95, Page 550, Public Records of St. Johns County, Florida, as amended by that certain Amendment to Trust Agreement, Designation of Power of Attorney, and Distribution Direction, dated October 9, 1986, recorded in Official Records Book 831, Page 66, that certain Revocation of Power of Attorney, dated February 22, 1989, recorded in Official Records Book 831, Page 68, and that certain Amendment No. 2 to Trust Agreement, Revocation of Power of Attorney, Designation of Power of Attorney, and Distribution Direction, dated July 21, 1989, recorded in Official Records Book 831, Page 69, all in the Public Records of St. Johns County, Florida, hereinafter referred to as "Setzer."

WITNESSETH:

WHEREAS the City proposes to construct certain improvements to the intersection of Palmer Street and King Street; and

WHEREAS, in order to accomplish the proposed improvements, it is necessary that the City acquire certain properties owned by Setzer, that the City vacate and convey to Setzer a certain portion of Palmer Street, and that the City vacate a certain portion of Miller Street; and

WHEREAS Setzer has agreed to convey to the City a portion of the Setzer property in consideration of the vacating by the City of a portion of Palmer Street and a portion of Miller Street, and the construction by the City of certain improvements in the vicinity of the common boundaries between the Setzer property and the rights-of-way of Palmer, King, and Miller Streets; and

WHEREAS the proposed vacating of a portion of Miller Street will limit ingress and egress to and from the property of Darryl S. DeBow, and Darryl S. DeBow has indicated his opposition to any vacating of Miller Street which would limit ingress and egress to and from his property; and

WHEREAS Setzer has agreed, upon the performance of all obligations of the City hereinafter set forth, to convey to Darryl S. DeBow an easement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and among the parties hereto as follows:

1. Setzer shall convey to the City by trustee's deed, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, the following described property:

A portion of Block Ten, of the Dancy Tract in New Augustine, Plat Book 1, Page 1, as recorded in the Public Records of St. Johns County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the intersection of King Street and Leonardi Road, at a found iron; run thence South 82 degrees 13 minutes 00 seconds West along the Northerly right-of-way line of King Street a distance of 215.00 feet to the Point of Beginning; continue thence along said Northerly right-of-way line of King Street South 82 degrees 13 minutes 00 seconds West a distance of 67.90 feet to the beginning of a curve concave to the right, said curve having a radius of 20.00 feet, a central angle of 89 degrees 06 minutes 00 seconds, an arc length of 31.10 feet, and a chord bearing North 53 degrees 14 minutes 00 seconds West and having a chord length of 28.06 feet; continue thence along the arc of said curve and along said Northerly right-of-way line of King Street and the Easterly right-of-way line of Palmer Street a distance of 31.10 feet to a point of tangency; continue thence North 08 degrees 41 minutes 00 seconds West along said Easterly right-of-way line of Palmer Street a distance of 169.20 feet; thence departing from said Easterly right-of-way line of Palmer Street, run South 13 degrees 49 minutes 29 seconds East a distance of 168.61 feet; run thence North 76 degrees 10 minutes 31 seconds East a distance of 4.00 feet; run thence South 65 degrees 20 minutes 32 seconds East a distance of 29.60 feet; run thence North 82 degrees 13 minutes 00 seconds East a distance of 43.85 feet; run thence South 07 degrees 47 minutes 00 seconds East a distance of 5.74 feet to the Point of Beginning, said parcel containing 2179.2 square feet, more or less.

2. The the City shall vacate and convey to Setzer by deed, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof, the following described property:

A portion of Palmer Street (30 foot wide right-of-way, as now established), according to the Map of New Augustine (Dancy Tract), dated June 18, _____, on file in the office of the Clerk of Circuit Court, St. Johns County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the intersection of King Street and Leonardi Road, at a found iron; run thence South 82 degrees 13 minutes 00 seconds West along the northerly right-

of-way line of King Street a distance of 282.90 feet to the beginning of a curve concave to the right, said curve having a radius of 20.00 feet, a central angle of 89 degrees 06 minutes 00 seconds, an arc length of 31.10 feet, and a chord bearing North 53 degrees 14 minutes 00 seconds West and having a chord length of 28.06 feet; continue thence along the arc of said curve and along said northerly right-of-way line of King Street and the easterly right-of-way line of Palmer Street a distance of 31.10 feet to a point of tangency; continue thence North 08 degrees 41 minutes 00 seconds West along said easterly right-of-way line of Palmer Street a distance of 169.20 feet to the Point of Beginning; thence departing from said easterly boundary of Palmer Street, run North 16 degrees 05 minutes 58 seconds West a distance of 173.86 feet to the southerly right-of-way line of the Florida East Coast Railway; run thence North 83 degrees 11 minutes 58 seconds East along said southerly right-of-way line of said railway a distance of 2.62 feet to a point on the easterly right-of-way line of Palmer Street; run thence South 15 degrees 39 minutes 00 seconds East along said easterly right-of-way line of Palmer Street a distance of 163.43 feet; run thence South 08 degrees 41 minutes 00 seconds East along said easterly right-of-way line of Palmer Street a distance of 10.10 feet to the Point of Beginning, said parcel containing 325.00 square feet, more or less.

3. The City shall vacate all of Miller Street located within the city limits of the City of St. Augustine, Florida, except for the southerly 5.74 feet thereof.

4. Upon the City's having vacated a portion of Miller Street, Setzer shall convey to Darryl S. DeBow by trustee's grant of easement, a copy of which is attached hereto as Exhibit "C" and by this reference made a part hereof, an easement over and across the Northerly 40 feet of the Easterly 5 feet of the Westerly one half of, and the Northerly 10 feet of the Easterly one half of, the property now included within the right-of-way of Miller Street for ingress and egress to and from the property of Darryl S. DeBow.

5. Prior to vacating a portion of Miller Street, the City shall make the following changes to said property:

a. The City shall remove the concrete sidewalk on the Easterly side of Miller Street and replace with asphalt.

b. The City shall construct a new curb 5 feet West of the centerline of Miller Street.

c. The City shall construct a 5 foot wide concrete walkway between the centerline of Miller Street and said new curb.

d. The City shall install and repair asphalt paving Westerly of said curb to be level with the existing parking lot on the Setzer property.

6. The City shall move the existing Pic-N-Save sign and reinstall said sign at a new location westerly of the existing location, said location to be designated by Setzer.

7. As part of the construction of their improvements, the City shall maintain the two existing points of entry and exit to and from the Setzer property on Palmer Street, shall establish a new point of entry and exit to and from the Setzer property on King Street, and shall install curbing to prevent ingress and egress to and from the Setzer property from other portions of Palmer Street and King Street, all as shown on Exhibit D attached hereto and by this reference made a part hereof.

8. The obligations of the parties to this Agreement are contingent upon the adoption by the Board of County Commissioners of a resolution approving the execution of this Agreement. The obligations of the City under this Agreement are contingent upon the approval by the City Commission of the City of St. Augustine, Florida, of the terms of this Agreement and the adoption by the City Commission of a resolution vacating and abandoning the portions of Palmer Street and Miller Street hereinabove described in accordance with the provisions of this Agreement. If all of the foregoing contingencies have not been satisfied on or before October 31, 1991, any party hereto may terminate this Agreement.

9. The City shall have 30 days to make such examination of title as it deems appropriate and shall advise Setzer, in writing, of any defects of title or exceptions thereto, and Setzer shall have 15 days thereafter to clear such defects or exceptions.

10. The City shall pay for the cost of the preparation of the legal descriptions of, and the surveying of, all parcels hereinabove described, the recording of the deeds and easement, and any other charges which may be levied in connection with the conveyancing of said parcels or the recording of said deeds and easement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and caused this Agreement to be duly executed the day and year first written above.

Signed, sealed and delivered
in the presence of:

CITY OF ST. AUGUSTINE, FLORIDA

Witness as to City

By: _____
Its Mayor-Commissioner

ATTEST:

Witness as to City

City Clerk

"City"

Witness as to Setzer

LEONARD R. SETZER, Trustee

Witness as to Setzer

"Setzer"

TRUSTEE'S DEED

This Trustee's Deed, made this ____ day of _____, 1991, by LEONARD R. SETZER, as Trustee of The Sidney Setzer Trust under Trust Agreement dated December 1, 1963, said Trust Agreement being recorded in Official Records Book 95, pages 550 through 556, public records of St. Johns County, Florida, as amended by that certain Amendment to Trust Agreement, Designation of Power of Attorney, and Distribution Direction, dated October 9, 1986, recorded in Official Records Book 831, pages 66 and 67, that certain Revocation of Power of Attorney, dated February 22, 1989, recorded in Official Records Book 831, page 68, and that certain Amendment No. 2 to Trust Agreement, Revocation of Power of Attorney, Designation of Power of Attorney, and Distribution Direction, dated July 21, 1989, recorded in Official Records Book 831, pages 69 through 71, all in the public records of St. Johns County, Florida, said Trustee being hereinafter referred to as the "Grantor," which term shall include, wherever the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns, to CITY OF ST. AUGUSTINE, FLORIDA, whose post office address is _____, hereinafter referred to as the "Grantee," which term shall include, wherever the context so permits or requires, singular or plural, successors or assigns;

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, and sell to the Grantee, its successors, and its assigns the following described real property situate, situate, lying, and being in St. Johns County, Florida:

A portion of Block Ten, of the Dancy Tract In New Augustine, Plat Book 1, Page 1, as recorded in the Public Records of St. Johns County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the intersection of King Street and Leonardi Road, at a found iron; run thence South 82 degrees 13 minutes 00 seconds West along the northerly right-of-way line of King Street a distance of 215.00 feet to the Point of Beginning; continue thence along said northerly right-of-way line of King Street South 82 degrees 13 minutes 00 seconds West a distance of 67.90 feet to the beginning of a curve concave to the right, said curve having a radius of 20.00 feet, a central angle of 89 degrees 06 minutes 00 seconds, an arc length of 31.10 feet, and a chord bearing North 53 degrees 14 minutes 00 seconds West and having a chord length of 28.06 feet; continue thence along the arc of said curve and along said northerly right-of-way line of King Street and the easterly right-of-way line of Palmer Street a distance of 31.10 feet to a point of tangency; continue thence North 08 degrees 41 minutes 00 seconds West along said easterly right-of-way line of Palmer Street a distance of 169.20 feet; thence departing from said easterly right-of-way line of Palmer Street, run South 13 degrees 49 minutes 29 seconds East a distance of 168.61 feet; run thence North 76 degrees 10 minutes 31 seconds East a distance of 4.00 feet; run thence South 65 degrees 20 minutes 32 seconds East a distance of 29.60 feet; run thence North 82 degrees 13 minutes 00 seconds East a distance of 43.85 feet; run thence South 07 degrees 47 minutes 00 seconds East a distance of 5.74 feet to the Point of Beginning, said parcel containing 2179.2 square feet, more or less.

EXHIBIT A (PAGE 1)

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances belonging to the Grantor, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, whether in law or equity, to the only proper use, benefit and behoof of the Grantee, subject to covenants, restrictions, and easements of record, if any, but this reference shall not reimpose same.

And the Grantor does covenant with the Grantee that the said real property is free from all encumbrances made by Grantor, except as aforesaid, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Leonard R. Setzer, as Trustee
of The Sidney Setzer Trust [SEAL]

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Leonard R. Setzer, as Trustee of The Sidney Setzer Trust, as hereinabove described, on behalf of said trust.

Notary Public, State and County
Aforesaid. My commission expires:

EXHIBIT A (PAGE 2)

D E E D

THIS DEED made the ____ day of _____, A. D., 1991 by CITY OF ST. AUGUSTINE, a Florida municipal corporation, hereinafter called the grantor, to LEONARD R. SETZER, as Trustee of The Sidney Setzer Trust under Trust Agreement dated December 1, 1963, said Trust Agreement being recorded in Official Records Book 95, Page 550, Public Records of St. Johns County, Florida, as amended by that certain Amendment to Trust Agreement, Designation of Power of Attorney, and Distribution Direction, dated October 9, 1986, recorded in Official Records Book 831, Page 66, that certain Revocation of Power of Attorney, dated February 22, 1989, recorded in Official Records Book 831, Page 68, and that certain Amendment No. 2 to Trust Agreement, Revocation of Power of Attorney, Designation of Power of Attorney, and Distribution Direction, dated July 21, 1989, recorded in Official Records Book 831, Page 69, all in the Public Records of St. Johns County, Florida, SS#262-50-8016, whose postoffice address is P. O. Box 3035, Station F, Jacksonville, Florida 32206, hereinafter called the grantee:

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

A portion of Palmer Street (30 foot wide right-of-way, as now established), according to the Map of New Augustine (Dancy Tract), dated June 18, on file in the office of the Clerk of Circuit Court, St. Johns County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the intersection of King Street and Leonardi Road, at a found iron; run thence South 82 degrees 13 minutes 00 seconds West along the Northerly right-of-way line of King Street a distance of 202.90 feet to the beginning of a curve concave to the right, said curve having a radius of 20.00 feet, a central angle of of 89 degrees 06 minutes 00 seconds, an arc length of 31.10 feet, and a chord bearing North 53 degrees 14 minutes 00 seconds West and having a chord length of 28.06 feet; continue thence along the arc of said curve and along said Northerly right-of-way line of King Street and the Easterly right-of-way line of Palmer Street a distance of 31.10 feet to a point of tangency; continue thence North 08 degrees 41 minutes 00 seconds

Exhibit "B-1"

West along said Easterly right-of-way line of Palmer Street a distance of 169.20 feet to the Point of Beginning; thence departing from said Easterly boundary of Palmer Street, run North 16 degrees 05 minutes 58 seconds West a distance of 173.86 feet to the Southerly right-of-way line of the Florida East Coast Railway; run thence North 83 degrees 11 minutes 58 seconds East along said Southerly right-of-way line of said railway a distance of 2.62 feet to a point on the Easterly right-of-way line of Palmer Street; run thence South 15 degrees 39 minutes 00 seconds East along said Easterly right-of-way line of Palmer Street a distance of 163.43 feet; run thence South 08 degrees 41 minutes 00 seconds East along said Easterly right-of-way line of Palmer Street a distance of 10.10 feet to the Point of Beginning, said parcel containing 325.00 square feet, more or less.

Parcel Account # _____

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: CITY OF ST. AUGUSTINE, FLORIDA

Witness

By: _____
Its Mayor-Commissioner

Witness

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this ____ day of _____, A. D., 1991, before me personally appeared Tracy Upchurch and Paula Owens, respectively Mayor-Commissioner and Clerk of the City of St. Augustine, Florida, a municipal corporation, to me known to be the individuals and officers described in and who executed the foregoing conveyance to LEONARD R. SETZER, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Exhibit "B-2"

WITNESS my signature and official seal at St.
Augustine in the County of St. Johns and State of Florida,
this day and year last aforesaid.

Notary Public, State of Florida
at Large.

My Commission Expires: _____

Exhibit "B-3"

TRUSTEE'S GRANT OF EASEMENT

THIS TRUSTEE'S GRANT OF EASEMENT made and entered into this day of _____, 1991, by and between LEONARD R. SETZER, as Trustee of the Sidney Setzer Trust under Trust Agreement dated December 1, 1963, said Trust Agreement being recorded in Official Records Book 95, Page 550, Public Records of St. Johns County, Florida, as amended by that certain Amendment to Trust Agreement, Designation of Power of Attorney, and Distribution Direction, dated October 9, 1986, recorded in Official Records Book 831, Page 66, that certain Revocation of Power of Attorney, dated February 22, 1989, recorded in Official Records Book 831, Page 68, and that certain Amendment No. 2 to Trust Agreement, Revocation of Power of Attorney, Designation of Power of Attorney, and Distribution Direction, dated July 21, 1989, recorded in Official Records Book 831, Page 69, all in the Public Records of St. Johns County, Florida, hereinafter referred to as the "Grantor," and DARRYL S. DEBOW, whose mailing address is _____, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the sum of One and 00/100 (\$1.00) Dollar and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby gives, grants, bargains, sells, conveys, and delivers to the Grantee, his heirs, legal representatives, and assigns forever a perpetual, nonexclusive easement for ingress and egress on, across, and over that certain real property situate, lying, and being in St. Johns County, Florida, more particularly described as follows:

LEGAL DESCRIPTION TO BE PROVIDED

This Trustee's Grant of Easement shall be binding upon and shall inure to the benefit of the Grantor, the Grantee, and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of:

Leonard R. Setzer, as Trustee
of The Sidney Setzer Trust

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Leonard R. Setzer, as Trustee of The Sidney Setzer Trust, as hereinabove described, on behalf of said trust.

Notary Public, State of Florida
at Large. My commission expires:

EXHIBIT C

