

RESOLUTION NO. 92-195

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT AND GRANT OF OPTION FOR THE PURCHASE OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN THE COPY OF THE ATTACHED CONTRACT REQUIRED FOR STORMWATER MANAGEMENT AND APPROPRIATE ENVIRONMENTAL MITIGATIVE EFFORTS LOCATED TO THE WEST OF RACETRACK ROAD 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 required for stormwater management and appropriate environmental mitigative efforts from Melvin A. McQuaig Jr. hereinafter called Seller; and

WHEREAS, Melvin A. McQuaig Jr. has also offered the County a Grant of Option for additional property required for stormwater management and environmental mitigative efforts; and

WHEREAS, the County is desirous of accepting the proposed Contract and Grant of Option offered by said Melvin A. McQuaig Jr. upon the terms and conditions contained therein, a copy of such proposed Contract and Grant of Option being attached hereto and made a part hereof.

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 and Grant of Option by Melvin A. McQuaig Jr. upon the terms and conditions contained therein:

Section 2. By its acceptance of such proposed Contract and Grant of Option the County agrees to pay only the following costs involved in the purchase of said property from Melvin A. McQuaig Jr.:

- i. Half of the costs of the survey;
- ii. Title Insurance;
- iii. Cost of preparation of the Deed;
- iv. Cost of recording the Deed; and
- v. Any other charges which may be levied necessary to the recording of the Deed.

Section 3. 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 and attest to the original of such Contract and Grant of Option.

Section 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 24th day of November, 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Linda Balsavage
Its Chairman - Linda Balsavage

ATTEST:

Paul "Bud" Martin
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 A N D
G R A N T O F O P T I O N

THIS AGREEMENT made and entered into this 13 day of NOVEMBER, 1992, by and between the Board of County Commissioners of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, herein called "County" and Melvin A. McQuaig Jr. deeding non-homestead property hereinafter called ""Seller".

W I T N E S S E T H:

WHEREAS, the County is desirous of purchasing, on a negotiated basis, a portion of the properties owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed: and

WHEREAS, it is in the public interest for the County to acquire ownership of the property described in Exhibit "A" and highlighted on Exhibit "B" for stormwater management and appropriate environmental mitigative efforts.

NOW, THEREFORE, in consideration of the mutual benefits, promises and consideration herein set forth, it is mutually agreed as follows:

1. Seller shall sell and the County shall buy, for the purchase price hereinafter set forth, all that real estate described in Exhibit "A" which exhibit is attached hereto and made a part hereof (the Property) and highlighted on Exhibit "B".

2. The County will purchase from Seller 25 plus or minus acres at \$2,000.00 per acre

3. Conveyance of the Property shall be by good and sufficient warranty deed which shall convey the Property in fee simple. The County shall have thirty (30) days from the date of this contract 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 fifteen (15) days from the date of such notice to clear such defects or exceptions and to close. The purchase price shall be paid at the time of closing.

4. Option:

a. In further consideration of the mutual benefits, promises and considerations herein set forth, the sufficiency of which is hereby acknowledged, the Seller hereby grants to the County the exclusive right, at its option, for and during the period of 10 years from the date of this contract, to purchase the 3.3060 plus or minus acres lying south of the Property for \$2,000.00 per acre, as shown on Exhibit C, attached hereto and made a part hereof (Option Parcel).

b. In case the County elects to exercise its option to purchase the Option Parcel, it shall notify the Seller in writing before the expiration of the time indicated above. Thereafter, the Seller shall deliver to the County an abstract of title within thirty (30) days from receipt of the notice. The County shall have thirty (30) days to examine the abstract of title and shall advise the Seller, in writing, of any defects of title or exceptions thereto. Seller shall have fifteen (15) days from the date of such notice to clear such defects and to close. Conveyance of the Option Parcel shall be by good and sufficient warranty deed which shall convey the Option Parcel in fee simple, clear of all encumbrances of any nature. The purchase price shall be paid at closing.

c. If the County exercises its option to purchase the Option Parcel, the County will pay the following costs.

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

d. The Seller will assume all additional costs.

5. County will grant to the Seller a 60 foot exclusive perpetual easement across the Property as described on Exhibit "D" and highlighted on Exhibit "E" attached hereto and made a part hereof for ingress and egress to other lands owned by the Seller only for the purpose of harvesting timber and recreational purposes.

6. It is understood and agreed that the County shall pay half and the buyer shall pay half of the cost of the survey. The County will pay for title insurance, 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. Property taxes shall be prorated at time of closing.

7. This contract and grant of option shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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

Signed, sealed and delivered
in the presence of:

Yvonne Carter
Witness as to County

Patricia DeGrande
Witness as to County

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: James Balcerage
Its Chairman

ATTEST:

Earl "Doc" Monteal
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida

Margaret R. Cleary
Witness as to Seller

Maria Loue King
Witness as to Seller

"SELLER"

Melvin A. McQuaig Jr.
Melvin A. McQuaig Jr.
2741 Racetrack Road
St. Augustine, Florida



DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 9 AND 38, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, CONTAINING 25.00 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 38; THENCE SOUTH 75 DEGREES 36 MINUTES 17 SECONDS WEST, ON THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 61.45 FEET TO THE SOUTHEAST CORNER OF THAT LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 634, PAGE 595, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 22 DEGREES 23 MINUTES 36 SECONDS WEST, ON THE EAST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 634, PAGE 595, A DISTANCE OF 186.06 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 75 DEGREES 36 MINUTES 17 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 773.27 FEET; THENCE NORTH 17 DEGREES 15 MINUTES 09 SECONDS WEST, ON THE WEST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 634, PAGE 595, A DISTANCE OF 1,746.08 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST 704.68 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 414.00 FEET WESTERLY FROM THE WEST LINE OF RACETRACK ROAD, A DISTANCE OF 602.77 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS EAST 37.30 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST 171.68 FEET; THENCE NORTH 66 DEGREES 19 MINUTES 00 SECONDS EAST 213.97 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 66 DEGREES 19 MINUTES 00 SECONDS EAST 200.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF RACETRACK ROAD, 121.23 FEET; THENCE SOUTH 67 DEGREES 36 MINUTES 24 SECONDS WEST, ON THE NORTH LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 239, PAGE 26, PUBLIC RECORDS OF SAID COUNTY, 94.11 FEET; THENCE SOUTH 22 DEGREES 23 MINUTES 36 SECONDS EAST, ON THE WEST LINE OF SAID LAND DESCRIBED IN DEED BOOK 239, PAGE 26, A DISTANCE OF 648.47 FEET TO THE POINT OF BEGINNING.

MAP OF THE COUNTY OF ...

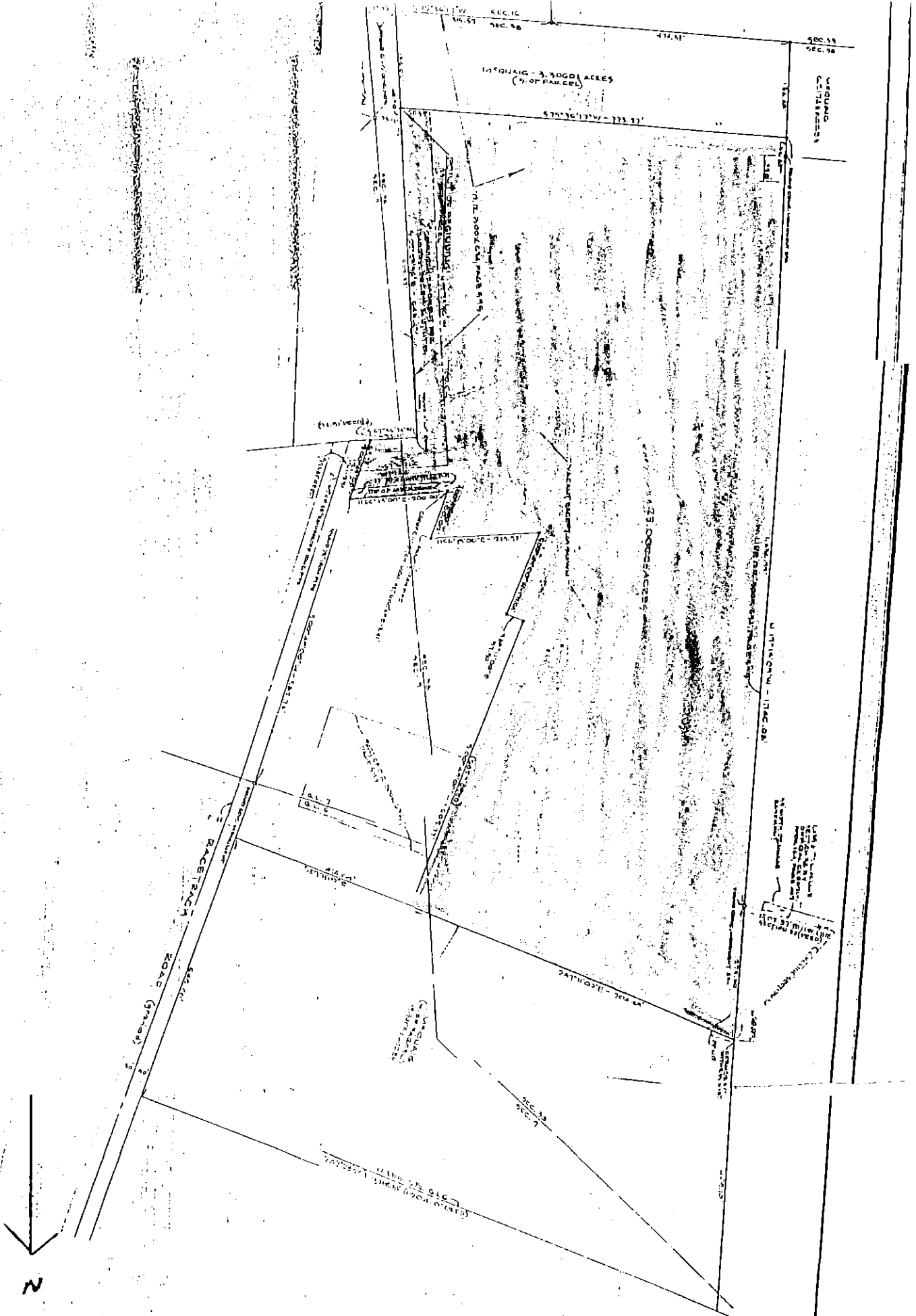


EXHIBIT "B"

1958

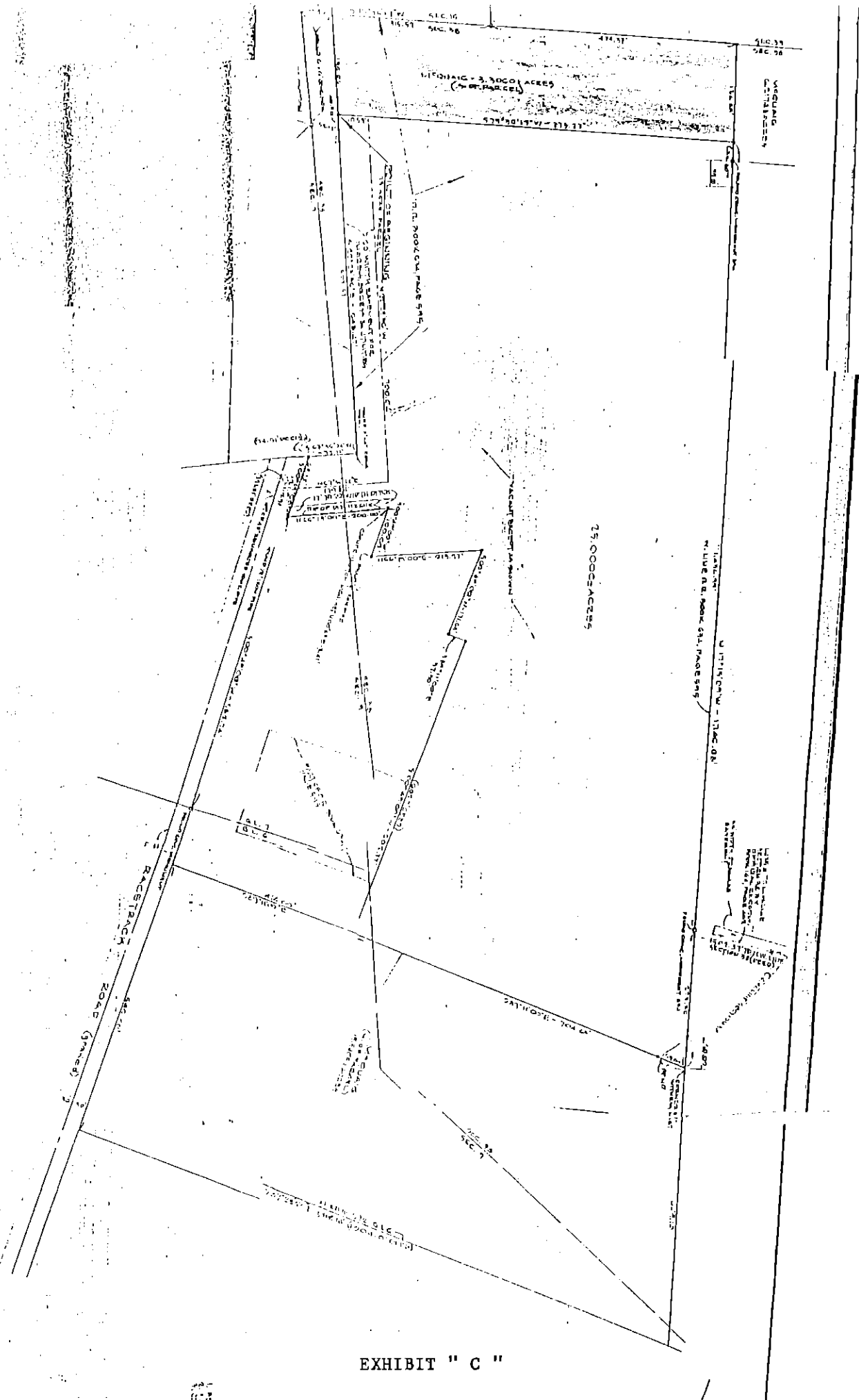


EXHIBIT " C "



SUBJECT TO EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED BELOW:

A STRIP OF LAND 60.00 FEET IN WIDTH IN SECTIONS 9 AND 38, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 38; THENCE SOUTH 75 DEGREES 36 MINUTES 17 SECONDS WEST, ON THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 61.45 FEET TO THE SOUTHEAST CORNER OF THAT LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 634, PAGE 595, PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 22 DEGREES 23 MINUTES 36 SECONDS WEST, ON THE EAST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 634, PAGE 595, A DISTANCE OF 186.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75 DEGREES 36 MINUTES 17 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 38, A DISTANCE OF 60.59 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 36 SECONDS WEST 700.04 FEET; THENCE NORTH 67 DEGREES 36 MINUTES 24 SECONDS EAST 179.84 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF RACETRACK ROAD, A 60' WIDTH RIGHT OF WAY, 65.28 FEET; THENCE SOUTH 67 DEGREES 36 MINUTES 24 SECONDS WEST, ON THE NORTH LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN DEED BOOK 239, PAGE 26, PUBLIC RECORDS OF SAID COUNTY 94.11 FEET; THENCE SOUTH 22 DEGREES 23 MINUTES 36 SECONDS EAST, ON THE WEST LINE OF SAID LAND DESCRIBED IN DEED BOOK 239, PAGE 26, A DISTANCE OF 648.47 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"

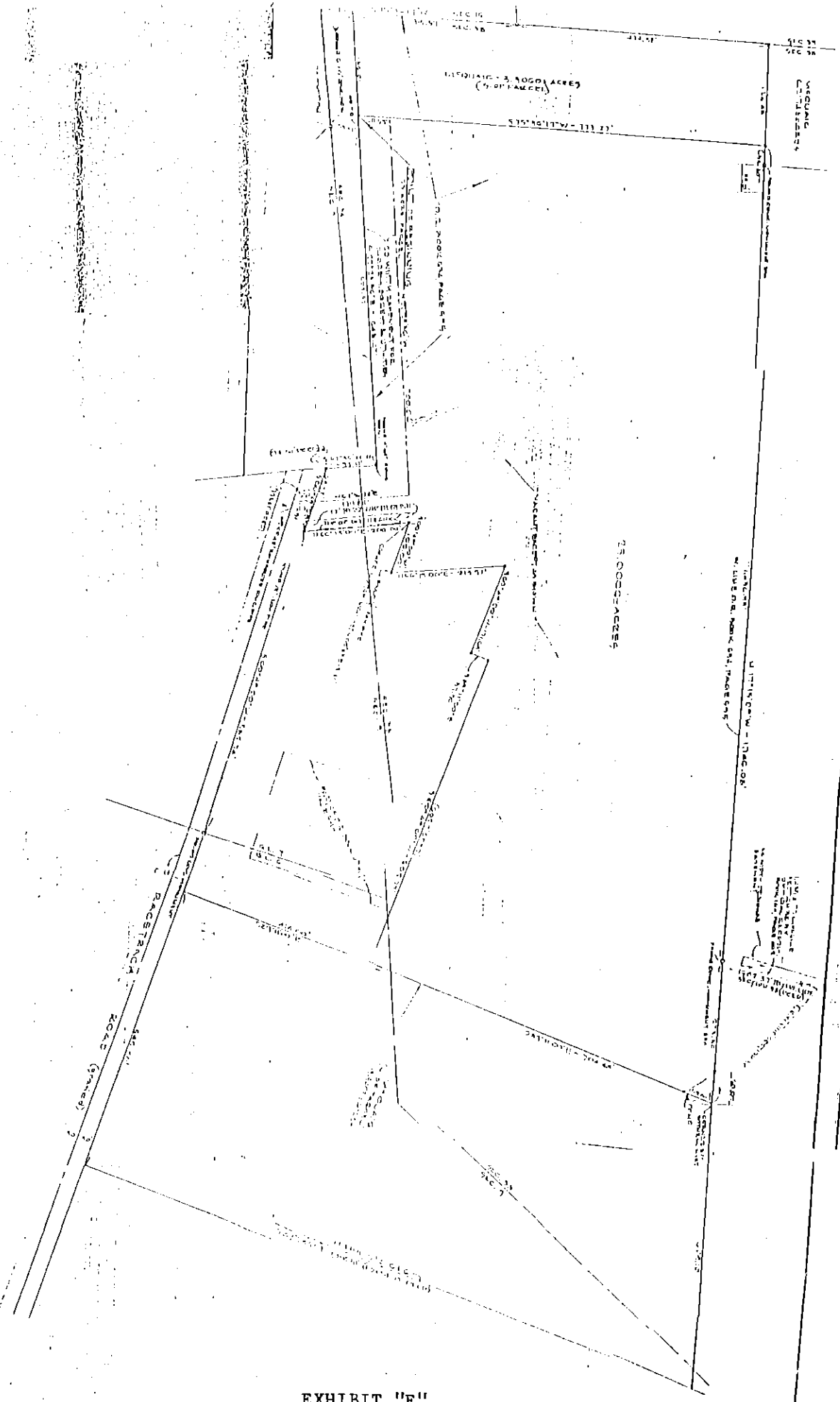


EXHIBIT "E"