

RESOLUTION NO. 93-163

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A CERTAIN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AND 800 ACRE INVESTMENT PARTNERSHIP, A FLORIDA GENERAL PARTNERSHIP, FOR THE ACQUISITION OF A CERTAIN PROPERTY FOR A FIRE STATION SITE IN EXCHANGE FOR FIRE IMPACT FEE CREDIT AGAINST FUTURE IMPACT FEES WHICH WILL BE DUE BY VIRTUE OF DEVELOPMENT OF THE SANCHEZ GRANT PLANNED UNIT DEVELOPMENT.

WHEREAS, it is in the best interest of the citizens of St. Johns County to acquire the Property more fully described in the Agreement attached hereto as Exhibit A, incorporated by reference and made a part hereof; and

WHEREAS, 800 Acre Investment Partnership, a Florida general partnership, will deed the Property to the County in exchange for credit for future fire impact fees as authorized by County Ordinance 87-59.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

1. The Board of County Commissioners hereby accepts the Agreement and approves the execution of the Agreement by the County Administrator.

2. The Board of County Commissioners hereby authorizes a credit to the Owners as outlined in Exhibit A against future fire impact fees in the amount of \$65,000.00, as authorized by County Ordinance 87-59. Upon receipt of the executed deed, the amount of \$65,000.00 will be deducted from fire impact fees due from the Owners by virtue of development of the Sanchez Grant Planned Unit Development, approved by Ordinance 93-10.

3. The Clerk is instructed to file the Agreement and mail executed copies to 800 Acre Investment Partnership, 1300 Gulf Life Drive, Suite 600, Jacksonville FL 32207.

ADOPTED this 26th day of October, 1993.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Quinn B. Boudreau
Its Chair

ATTEST: Carl "Bud" Markel, Clerk

By: Yvonne Carter
Deputy Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1993, by and between the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter designated as "County", and 800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, hereinafter designated as "Owners".

WITNESSETH:

WHEREAS, the County desires to obtain a portion of the Owner's property, more fully described in Exhibit A which is attached hereto, incorporated by reference and made a part hereof (the Property); and

WHEREAS, on February 23, 1993, the County approved Ordinance 93-10, authorizing the Sanchez Grant Planned Unit Development (PUD); and

WHEREAS, Section 3 of Ordinance 93-10 requires the dedication of 2.0 acres (including 1.4 acres usable) within the PUD for government use in exchange for fire impact fees credit in an amount to be determined by the County at the time the 2.0 acres are dedicated to and accepted by the County; and

WHEREAS, it is in the public interest for the County to acquire ownership of the Property for the construction of a Fire Station; and

WHEREAS, the Owners will deed the Property to the County in exchange for impact fee credit against future fire impact fees which will be due by virtue of development of the Sanchez Grant PUD; and

WHEREAS, the Owners have submitted a written request for impact fee credits in exchange for the Property; and

WHEREAS, the County Administrator has accepted the Owners' offer, as required by Section 12 of Ordinance 87-59; and

WHEREAS, the County has accepted Clark, Hunter and Associates' December 28, 1992, appraised value of the Property, a copy of which is attached hereto as Exhibit B, of \$65,000.00 as the Property's fair market value; and

WHEREAS, the impact fee credits are authorized by Section 12 of County Ordinance 87-59, as set forth more fully below; and

WHEREAS, the Sanchez Grant Planned Unit Development will require use of only a portion of the \$65,000.00 impact fee credits, and

WHEREAS, on _____, 1993, the County approved Resolution No. 93____, approving this agreement and authorizing the County Administrator to execute the agreement on behalf of the County.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed between the parties as follows:

1. The County hereby accepts the Property for a fire station site. Upon execution of this agreement by the parties, the owners will execute a deed conveying the Property to the County in fee simple title, with no encumbrances.

2. The County hereby approves a credit to the Owners against future fire impact fees in the amount of \$65,000.00, as authorized by County Ordinance 87-59. The amount of \$65,000.00 will be deducted from fire impact fees due as a result of the Sanchez Grant PUD. In the event that the amount of fire impact fees due as a result of the development approved in the Sanchez Grant PUD is less than \$65,000.00, the Owners or its successors or assigns shall have the right to sell and transfer its excess impact fee credit to another individual or entity in satisfaction of the fire impact fee requirements of that individual or entity in a manner and procedure approved by the County prior to such sale and transfer.

3. The County will pay all expenses related to title insurance, transfer and recording of the deed. These expenses will be charged to the Fire Service Impact Fee Fund.

4. Property taxes will be prorated at time of closing.

5. This agreement may be amended in writing executed with the same formalities as the original.

6. This agreement shall be construed and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County, Florida.

7. The executed original of this agreement shall be filed with the Clerk of the St. Johns County Board of County Commissioners, and each party shall receive a certified copy of the recorded agreement.

8. This agreement shall be effective upon execution by all parties hereto.

9. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Notices or correspondence related to this agreement shall be sent to the following:

For 800 Acre Investment Partnership:

1300 Gulf Life Drive, Suite 600

Jacksonville, Florida 32207

For St. Johns County:
County Administrator
P. O. Drawer 349
St. Augustine FL 32085

11. If any section, phrase, sentence or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

12. The County acknowledges and agrees that it will be necessary to use the stormwater drainage system (the "System") constructed in part by the Owners and located on the lands which are the subject of the Sanchez Grant PUD Ordinance 93-10. Prior to construction of the fire station which is to be located on the Property, the County agrees to enter into a Stormwater Discharge Agreement with the Owner and others who may be discharging into the same system for the purpose of setting forth the County's rights to discharge into the System and its obligations for maintaining the system including but not limited to paying for its fair share of the cost of the system.

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:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Print Name _____

BY: _____
Nicholas M. Meiszer
County Administrator

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my Commission expires: _____.

THE FOREGOING INSTRUMENT was acknowledged before me on _____, 1993, by Nicholas M. Meiszer, County Administrator of St. Johns County, Florida who is personally known to me and he did / did not take an oath.

Signature _____
Notary Public

Print Name _____
Commission# _____

Notary Seal

IN WITNESS WHEREOF, the Owners have caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, this 24th day of AUGUST, 1993.

Signed sealed and delivered in the presence of:

Deanne Williamson
Print Name Deanne Williamson

Joyce L. Casey
Print Name Joyce L. Casey

800 ACRE INVESTMENT PARTNERSHIP
a Florida general partnership
By: Florida Title Group, Inc., its
Managing General Partner
BY: W. M. Brannen
Title Vice President
Print Name W. M. Brannen

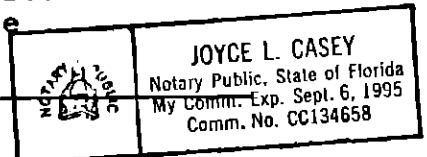
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of August, 1993, by W. M. Brannen, Vice President, Florida Title Group, Inc., Managing General/Partner of 800 Acre Investment Partnership, a Florida general partnership on behalf of the partnership, who is personally known to me, ~~or has produced~~ ~~identification~~, and who ~~did~~ / did not take an oath.

My Commission expires:

Joyce L. Casey
Notary Public, State of Florida at Large

Print Name _____
Commission #: _____

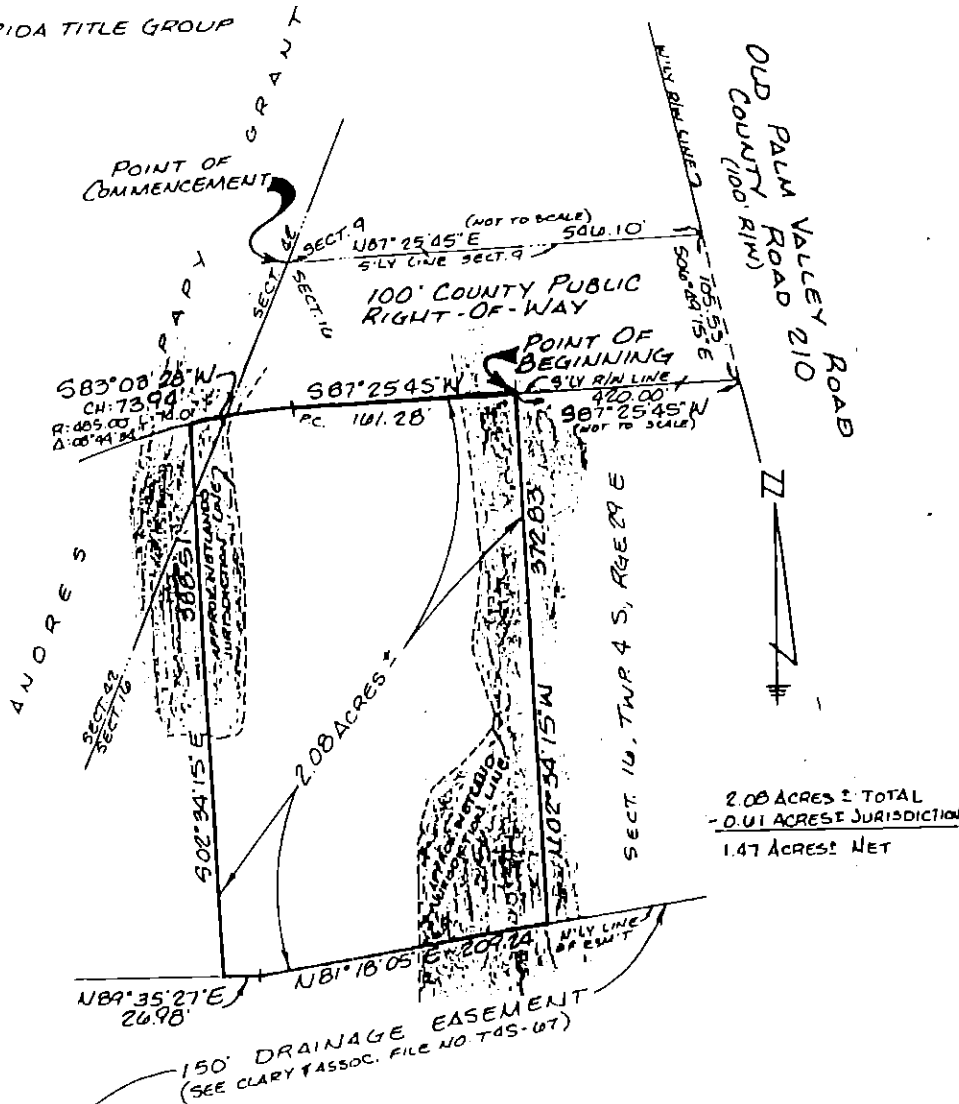


MAP SHOWING

A PORTION OF THE ANDRES PAPY GRANT SECTION 42, TOGETHER WITH A PORTION OF SECTION 10, ALL BEING IN TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

SEE SHEET 2 OF 2 FOR DESCRIPTION.

FOR: FLORIDA TITLE GROUP



2.08 ACRES ± TOTAL
- 0.61 ACRES JURISDICTION
1.47 ACRES ± NET

- GENERAL NOTES
- 1) BEARINGS SHOWN HEREON ARE BASED ON THE 5/4 LINE OF SECT. 9, TWP. 4 S, RGE. 29 E AS N87°25'45"E
 - 2) REPRESENTS SHOWN HEREON ARE FOR DRAINAGE, UTILITIES AND SEWERS, UNLESS OTHERWISE NOTED HEREON.
 - 3) THIS MAP WAS MADE WITHOUT BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS ON OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

- 4) LEGEND
- R/W = RIGHT-OF-WAY
 - B.R.L. = BUILDING RESTRICTION LINE
 - P.C.P. = PERMANENT CONTROL POINT
 - P.C. = POINT OF CURVATURE (TRAIL & DISK)
 - P.T. = POINT OF TANGENCY
 - P.C.C. = POINT OF COMPOUND CURVATURE
 - P.R.C. = POINT OF REVERSE CURVATURE
 - R = RADIUS
 - L = ARC LENGTH
 - CL = CHORD LENGTH
 - R.P. = RADIUS POINT
 - O.B.V. = OFFICIAL RECORDS VOLUME
 - CL = CENTERLINE
- PG. = PAVER
FND. = FOUNDED
BSHT. = BARKMENT
I.P. = IRON PIPE
P.B. = PLAT BOOK
TEL. = TELEPHONE
LP. = LIGHT POLE
PP. = POWER POLE
CATV. = CABLE TELEVISION
SAR. SEP. = SANITARY SEWER
P.F. = FIRE HYDRANT
COL. = COLUMN
ELEC. = ELECTRIC
CONC. = CONCRETE
- APPROX. = APPROXIMATELY

SHEET 1 OF 2 SHEETS

I HEREBY CERTIFY THAT THE LANDS SHOWN HEREON LIE WITHIN ZONE AS SHOWN ON F.I.A. FLOOD HAZARD BOUNDARY MAP .
COMMUNITY NO. DATED
NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

I HEREBY CERTIFY THAT THE ABOVE LANDS WERE MAPPED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION. THAT THE MAP SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 478.07, FLORIDA STATUTES.
SIGNED OCTOBER 20, 19 98
SCALE 1" = 100'

CLARY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-7783
Gregory B. Clary
GREGORY B. CLARY, P.L.S. CERT. NO. 3377

LEGEND
■ CONCRETE MONUMENT
- - - FENCE
○ IRON PIPE SET
● IRON PIPE FOUND
□ CROSS CUT

MAP SHOWING

SEE SHEET 1 OF 2 SHEETS FOR MAP

A portion of the Andres Papy Grant, Section 42, TOGETHER WITH a portion of Section 16, all being in Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of Sections 42, 16, and 9; thence North 07°25'45" East, along the Southerly line of Section 9, a distance of 546.10 feet, to the Westerly right-of-way line of Old Palm Valley Road, County Road Number 210 (a 100 foot right-of-way as now established); thence South 06°49'15" East, 105.53 feet, to the Southerly right-of-way line of a 100 foot county public right-of-way as now established; thence Southwesterly along last said line, run the following three (3) courses and distances: COURSE NO. 1: South 07°25'45" West, 420.00 feet, to the POINT OF BEGINNING; COURSE NO. 2: South 07°25'45" West, 161.28 feet, to the point of curvature of a curve to the left; COURSE NO. 3: thence along and around the arc of said curve, concave Southerly, having a radius of 485.00 feet, an arc distance of 74.01 feet, said arc being subtended by a chord bearing and distance of South 03°28' West, 73.94 feet; thence departing said Southerly right-of-way line, South 02°34'15" East, 188.51 feet, to the Northerly line of a 150 foot drainage easement; thence Northeasterly along said Northerly line, run the following two (2) courses and distances: COURSE NO. 1: North 89°35'27" East, 26.98 feet; COURSE NO. 2: North 81°18'05" East, 209.24 feet; thence departing from said Northerly line, North 02°34'15" West, 372.83 feet, to the POINT OF BEGINNING.

Containing 2.04 acres, more or less.

FOR: FLORIDA TITLE GROUP

SHEET 2 OF 2 SHEETS

I HEREBY CERTIFY THAT THE LANDS SHOWN HEREON LIE WITHIN ZONE AS SHOWN ON F.I.A. FLOOD HAZARD BOUNDARY MAP
COMMUNITY NO. DATED

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

I HEREBY CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, EMPLOYING THE BEST METHODS AND EQUIPMENT AVAILABLE, AND THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 411.07, FLORIDA STATUTES

SIGNED OCTOBER 20, 19 92
SCALE N/A

CLARY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3830 CROWNE POINT ROAD
JACKSONVILLE, FLORIDA 32211
(904) 650-2700

Gregory B. Clary
GREGORY B. CLARY, P.L.S. CERT. NO. 3377

LEGEND

- CONCRETE MONUMENT
- - - FENCE
- IRON PIPE SET
- IRON PIPE FOUND
- ✕ CROSS CUT