

**RESOLUTION NO. 94-134**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE  
COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN CONTRACT  
TO ACQUIRE ADDITIONAL PROPERTY FOR THE  
EXPANSION OF TREATY PARK AND A CERTAIN  
DRAINAGE EASEMENT.**

WHEREAS, the County has need of a drainage easement over and across the Owner's property more fully shown and described in the Contract attached hereto as Exhibit A, incorporated by reference and made a part hereof; and

WHEREAS, the County has need of a portion of the Owner's property for the future westerly expansion of Treaty Park.

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

Section 1. Any requirement of Section 125.355 Florida Statutes for appraisal of property to be acquired by the County are hereby waived in accordance with the provisions of that statute.

Section 2. Based on said findings the County Administrator is authorized to approve and execute the attached Contract, in substantially the form attached hereto.

Section 3. The County Administrator is authorized to accept easement and deeds as may be required by said Contract for the transfer of the referenced property.

Section 4. The Clerk is authorized to record the Contract and mail executed copies to all parties.

ADOPTED this 26th day of July, 1994.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts  
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Irma Sacetti  
Deputy Clerk

C O N T R A C T

THIS CONTRACT made and entered into this 26th day of July, 1994, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County", and K. S. TONEY, 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 non-homesteaded property 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 as more fully described in Exhibit A, attached hereto incorporated by reference and made a part hereof, for the future westerly expansion of Treaty Park; and

WHEREAS, Seller also agrees to grant the County a drainage easement over and across his property as more fully shown on Exhibit B attached hereto, incorporated by reference and made a part hereof; and

WHEREAS, Seller has reduced the selling price of the property described in Exhibit A in consideration for County assuming those responsibilities set out in the agreement for acquisition of the Moultrie Service District Inc. Sewer System.

NOW, THEREFORE, 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 as described in Exhibit A.

2. The purchase price of the Property to be acquired by the County shall be \$25,000.00 which the County agrees to pay the Seller or his assigns during the first month of the County 1995 fiscal year, and no later than October 31, 1994.

3. All costs associated with the purchase, except the Seller's legal fees, shall be paid by the County.

4. Upon payment of the sums specified in paragraph 2 of this Contract, the Seller shall convey to the County by Warranty Deed, the parcel of property consisting of approximately five (5) acres as described in Exhibit A, free and clear of all encumbrances.

5. Notwithstanding any other provision in this Contract, the County shall have thirty (30) days from the date of this Contract to examine the title to the real property which the County is to acquire by this Contract and may, at its sole discretion, cancel this Contract without obligation if the County determines that there is any defect or impairment of such title contrary to the interest of the County.

6. The Seller agrees to grant to the County a non-exclusive easement of a width of 30 feet, running easterly from Wildwood Drive over lands of Seller located south of lands owned by Mr. Price to the center line of the waters of Moultrie Creek, more fully shown on Exhibit B. This Easement may be utilized by the Seller or his assigns to drain surface water and storm water runoff from the Treaty Ground PUD.

7. The County agrees to release the Seller from his previous obligation to extend the drainage area within the easement recorded in OR 775/53 as agreed by the Seller. The County acknowledges and agrees that notwithstanding the wording of the Drainage Easement recorded in Official Records Book 775, Page 53, such Drainage Easement shall be non-exclusive and may be utilized by the Seller and/or his assigns to drain surface water and storm water run-off from the Treaty Ground PUD.

8. If any provision or provisions of this Contract shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. This Contract will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. Any future change or modification of this Contract must be in writing and signed by both parties.

10. Notice required to be sent to the County and Seller under this Contract shall be sent to the County c/o Mr. Nicholas M. Meiszer, County Administrator, P. O. Drawer 349, St. Augustine FL 320850349 and to Seller c/o John D. Bailey, Jr., P. O. Drawer 3007, St. Augustine FL 32085-3007.

11. This Contract shall be effective upon the execution of the Contract by the County Administrator, and execution by all parties hereto. The Seller shall have executed this Contract within ten (10) days of, or before its execution by the County Administrator. If the Contract is not executed by the Seller in that period, it and any offer associated therewith shall be automatically withdrawn and void.

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:

*Irma Facetti*  
Print Name IRMA FACETTI

*John A. Evans*  
Print Name John A. Evans

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By *Nicholas M. Meiszer*  
Nicholas M. Meiszer  
County Administrator  
P. O. Drawer 349  
St. Augustine FL 32085

Dated: Aug 3, 1994

ATTEST: Carl "Bud" Markel, Clerk

By: *Patricia De Stasde*  
Deputy Clerk

*Mabel S. McLean*  
Print Name MABEL S. McLEAN

*Gail Anderson*  
Print Name GAIL Anderson

"SELLER"

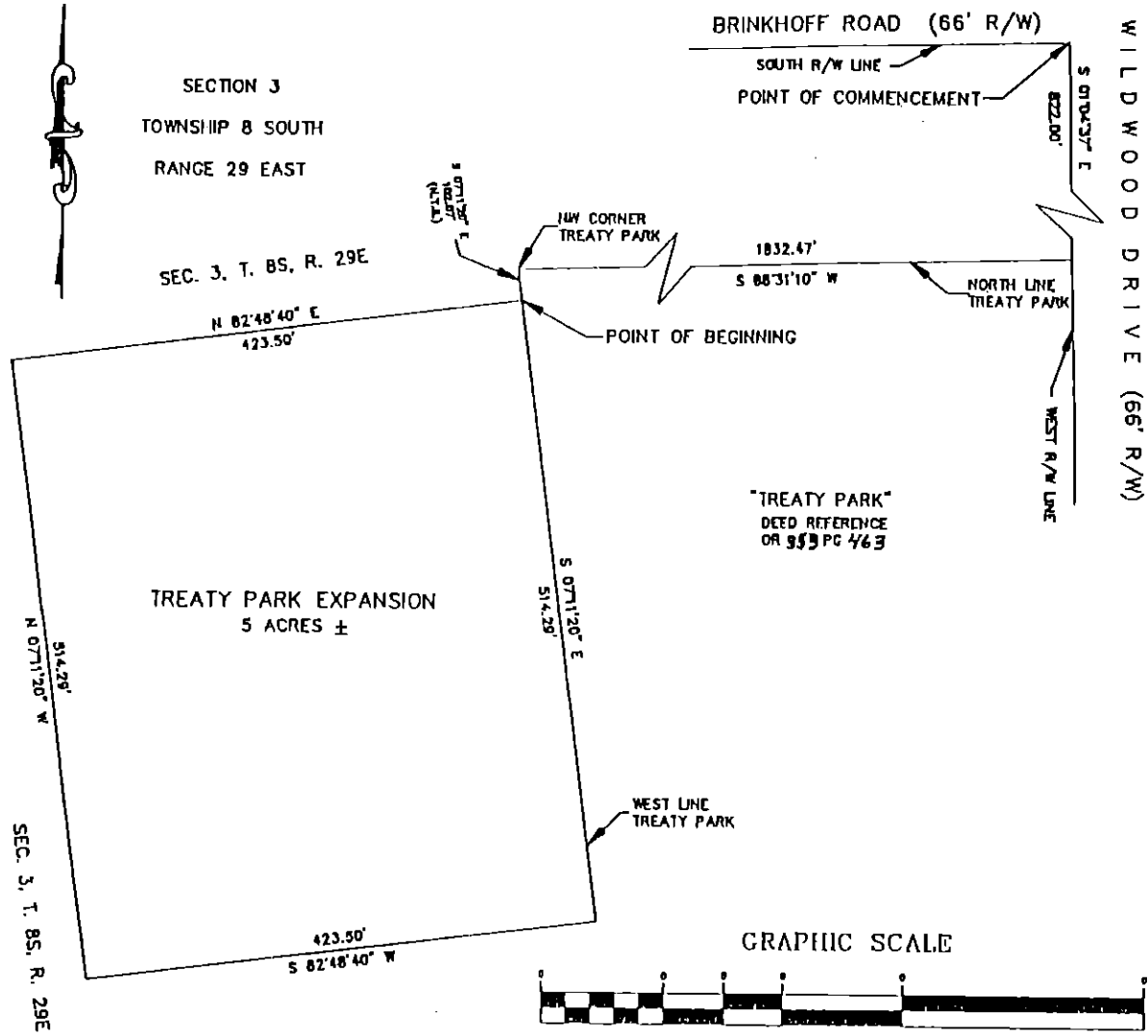
*K. S. Toney* August 10/94  
K. S. Toney  
P. O. Box 1638  
Blowing Rock, N.C. 28605

EXHIBIT A

MAP SHOWING SKETCH OF

A PARCEL OF LAND IN SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF BRINKHOFF ROAD (AS NOW ESTABLISHED FOR A 66 FOOT RIGHT-OF-WAY) WITH THE WEST RIGHT-OF-WAY OF WILDWOOD DRIVE (FORMERLY NAPIER ROAD AND NOW ESTABLISHED FOR A 66 FOOT RIGHT-OF-WAY); THENCE SOUTH 01° 04' 37" EAST ALONG SAID WEST OF RIGHT-OF-WAY LINE 822.00 FEET; THENCE SOUTH 88° 31' 10" WEST, ALONG THE NORTHERLY LINE OF TREATY PARK, AS RECORDED IN OFFICIAL RECORDS BOOK 953, PAGE 463, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1832.47 FEET TO THE NORTHWEST CORNER OF TREATY PARK; THENCE SOUTH 07° 11' 20" EAST, ALONG THE WESTERLY LINE OF TREATY PARK, A DISTANCE OF 102.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY LINE OF TREATY PARK, A BEARING OF SOUTH 07° 11' 20" EAST, A DISTANCE OF 514.29 FEET; THENCE SOUTH 82° 48' 40" WEST, A DISTANCE OF 423.50 FEET; THENCE NORTH 07° 11' 20" WEST, A DISTANCE OF 514.29 FEET; THENCE NORTH 82° 48' 40" EAST, A DISTANCE OF 423.50 FEET TO THE POINT OF BEGINNING CONTAINING 5.00 ACRES MORE OR LESS.



SURVEYOR'S NOTES:

1. BEARING DATUM BASED ON THE NORTHERLY LINE OF TREATY PARK.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH PREPARED FOR THE BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA.

DRAWN BY: C.J.P.  
 SCALE: 1" = 100'  
 CADD NAME: TREATLGLDWG  
 PROJECT NO.: N/A  
 F.B. N/A PG.  
 WLD NAME: N/A

SURVEYOR'S CERTIFICATE:

THIS CERTIFIES THAT A DESCRIPTION AND SKETCH OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE DESCRIPTION AND SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61C-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

DATE SIGNED July 11 1994

*Terry Pluden*  
 TERRY PLUDEN, PLS  
 NO. 5764

DATE DRAWN JULY 8 19 94

NOT VALID UNLESS SIGNED, DATED AND EMOSSSED WITH SEAL.

LEGEND:

- R/W = RIGHT OF WAY
- OR = OFFICIAL RECORD
- PG(S) = PAGE(S)
- T. = TOWNSHIP
- R. = RANGE
- S. = SOUTH
- E. = EAST

**ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT**  
 ENGINEERING DIVISION  
 4020 LEWIS SPEEDWAY - P.O. DRAWER 349  
 ST. AUGUSTINE, FLORIDA 32085  
 (904) 823-2450

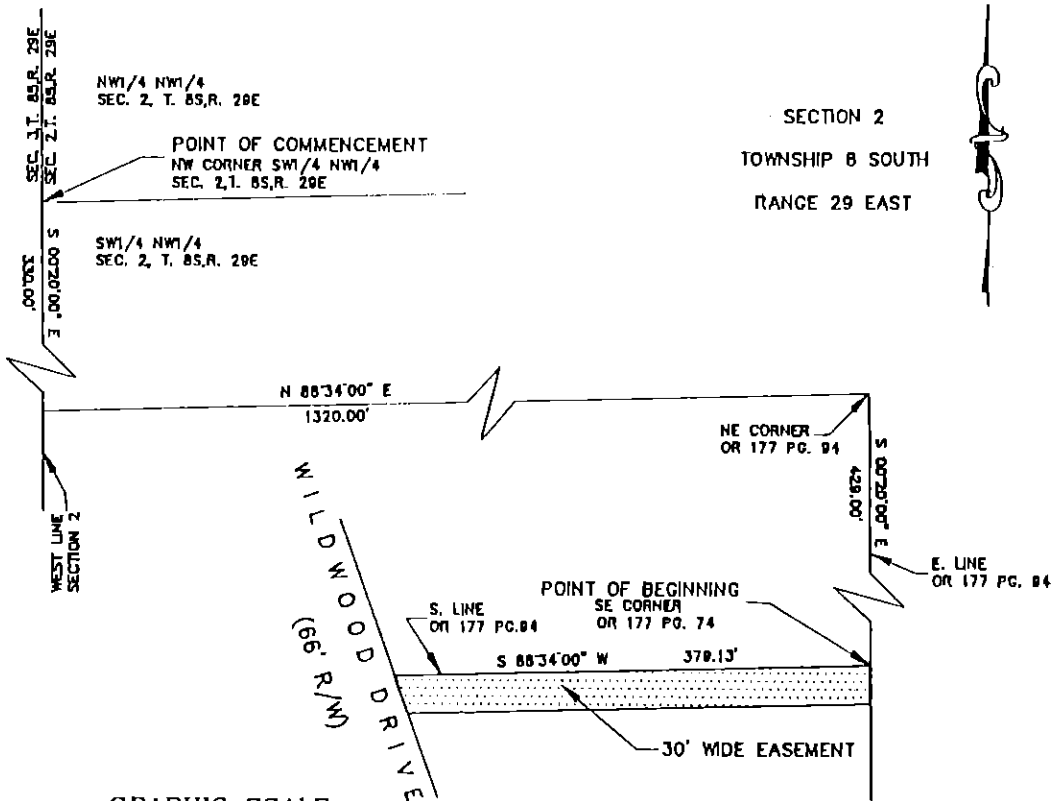


EXHIBIT B

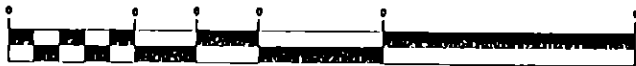
MAP SHOWING SKETCH OF

A 30 FOOT WIDE STRIP OF LAND FOR A DRAINAGE EASEMENT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EASTERLY OF THE EAST RIGHT-OF-WAY OF WILDWOOD DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET IN WIDTH, LYING 30 FEET SOUTH, PERPENDICULAR TO AND PARALLEL WITH OF THE FOLLOWING DESCRIBED LINE; COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, THENCE SOUTH 00° 20' EAST ON THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 330 FEET; THENCE NORTH 88° 34' EAST A DISTANCE OF 1320.00 FEET TO THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00° 20' EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 429.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE SOUTH 88° 34' WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94, A DISTANCE OF 379.13 FEET TO THE EAST RIGHT-OF-WAY LINE OF WILDWOOD DRIVE (FORMERLY NAPIER ROAD AND NOW ESTABLISHED FOR A 66 FOOT RIGHT-OF-WAY), AND THE TERMINUS POINT OF THE HEREIN DESCRIBED LINE. SAID 30 FOOT STRIP BEING BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF WILDWOOD DRIVE AND BEING BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 177 PAGE 94.



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft

SURVEYOR'S NOTES:

1. BEARING DATUM BASED ON THE WEST LINE OF SEC. 2, T. 8S, R. 29E, BEING S 00° 20' E.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH PREPARED FOR THE BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA.

DRAWN BY: C.J.P.  
SCALE: 1" = 100'  
CADD NAME: DTC\JCLDWC  
PROJECT NO.: N/A  
F.B. N/A PG.  
WILD NAME: N/A

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DATE SIGNED July 11 1994

*Terry Burden*  
TERRY BURDEN, PLS  
NO. 5281

DATE DRAWN JULY 8 1994

NOT VALID UNLESS SIGNED, DATED AND EMBOSSED WITH SEAL.

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