

RESOLUTION NO 94-85

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING ROBERT F. HICKS AND ANGELA M. HICKS, HIS WIFE TO OPEN A PORTION OF UNIMPROVED COUNTY RIGHT-OF-WAY KNOWN AS MAGNOLIA ROAD EAST, TO CONSTRUCT A RESIDENTIAL DRIVEWAY

WHEREAS, St. Johns County has received a request by Robert E. Hicks and Angela M. Hicks, his wife (hereinafter Owners) to use a portion of unimproved county right-of-way known as Magnolia Road East to construct a residential driveway.

NOW THEREFORE, BE IT RESOLVED, that the St. Johns County Board of County Commissioners hereby grants to said Owners of the following described Property : Lots 10,11,12, and 13 Block 29, Unit 2, St. Augustine Park Subdivision as recorded in Official Records 990/1880 (see Exhibit "A" attached hereto and made a part hereto) and Map Book 10, Page 9-11 of the Public Records of St. Johns County, Florida, a revocable license to: construct and use a stabilized driveway within the unimproved County owned right-of-way known as Magnolia Road East (see Exhibit "B" attached hereto and made a part hereof by reference).

Subject to the following conditions:

1. The owners holds marketable fee title to the property described in Exhibit A attached hereto and made a part hereof.
2. This referenced revocable license is non-exclusive.
3. There will be only one single family residence constructed on the property described in Exhibit A.
4. The stabilized driveway with the 20' driving surface will be constructed within the 60 foot unimproved right-of-way of Magnolia Road East. The driveway will extend from Lake Shore Drive.(a County road) south easterly 1,279 feet +- into the unimproved right-of-way of Magnolia Road East and there terminate.
5. This license shall be transferable to the subsequent Owners of the property but, the Owners of the above described property and future Owners must remove and/or relocate the stabilized access at their expense, upon request by the County, for any reason, at any time in the future.
6. The stabilized access located within the County right-of-way must be privately maintained to St. Johns County standards by the lot owner at all times. St. Johns County will assume no responsibility for the maintenance of this use.

7. Neither the present Owners or subsequent Owners shall have any right to compensation for their improvements on said Right-of-Way should this license be revoked, nor shall such any improvements entitle such Owners to continuation of this license.

8. This permission from the Board of County Commissioners is granted subject to the issuance of all necessary permits, including the FDEP and U.S. Army Corps of Engineers dredge and fill permits, St. Johns County Ordinance 93-6 Section 3-5 , St. Johns County Paving and Drainage Ordinance Section 14 and approval of construction plans by the County, Engineering Department. CONSTRUCTION OF THIS STABILIZED DRIVING SURFACE IS NOT AUTHORIZED UNTIL ISSUANCE OF ALL REQUIRED PERMITS FOR CONSTRUCTION.

9. The Owner of the above described property, by acceptance of these conditions and locating the stabilized access within the right-of-way, agree to assume all liability for the permitting, locating, installation and maintenance of the access for as long as it may remain within the unimproved County right-of-way.

10. The Owner of said property shall agree in writing to all conditions in this resolution before its terms shall be effective.

ADOPTED THIS 10th day of May , 1994 by the St. Johns County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By Alan Roberts
Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By John J. Evans
Deputy Clerk



Rec - 1.50
Doc - 12.60
Int - 7.20

Articles of Agreement,

Made this Thirtieth (30th) day of June

in the year of our Lord, one thousand nine hundred and ninety-two

Between Park Properties Inc., Mr Ara Sheklian, President
633 Undercliff Ave.
Edgewater, NJ 07020 part y of the first part, and

J. Sheklian
Robert E. and Angela M. Hicks
710 State Road 207, Lot 5 part y of the second part.
St. Augustine, FL 32095

Witnesseth, That if the said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, their heirs, executors, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot (a), piece or parcels of land, situated in the County of St. Johns State of Florida

known and described as follows, to-wit:
St. Augustine Park Subdivision, Unit 2, Block 29,
Lots # 10, 11, 12, & 13
Map Book 10, pages 9 - 11 of the public records of
St. Johns County, Florida

Recorded in Public Records St. Johns County, FL
Clerk # 93013518 O.R. 990 PG 1880 04:14PM 05-10-93
Recording 9.00 Surcharge 1.50 Doc Stamp 12.60 Int Tax 7.20

and the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of \$3,996.00 (Three Thousand Nine-hundred... Dollars, & Ninety-six dollars

in the manner following
\$396.00 (Three-hundred ninety-six) Downpayment. The monthly sum of \$116.16 (One-hundred sixteen dollars and sixteen cents), payable in 36 monthly payments the first of which due on August 1st, 1992 and a like payment on the 1st day each and every consecutive month thereafter until entire balance with interest is with interest at the rate of 10% (Ten) per centum per annum, payable 12 times paid in full, annually on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1992 (Nineteen Ninety- TWO), and to keep the buildings upon said premises insured in some company satisfactory to the party of the first part, and payable for the parties, respectively as their interests may appear, in a sum not less than full insurable value Dollars

during the term of this agreement. And in case of failure of the said party of the second part to make any of the payments or any part thereof, or to perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and terminated, and the party of the second part shall forfeit all payments made by them on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by it sustained, and the said party of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor.

It is Mutually Agreed, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

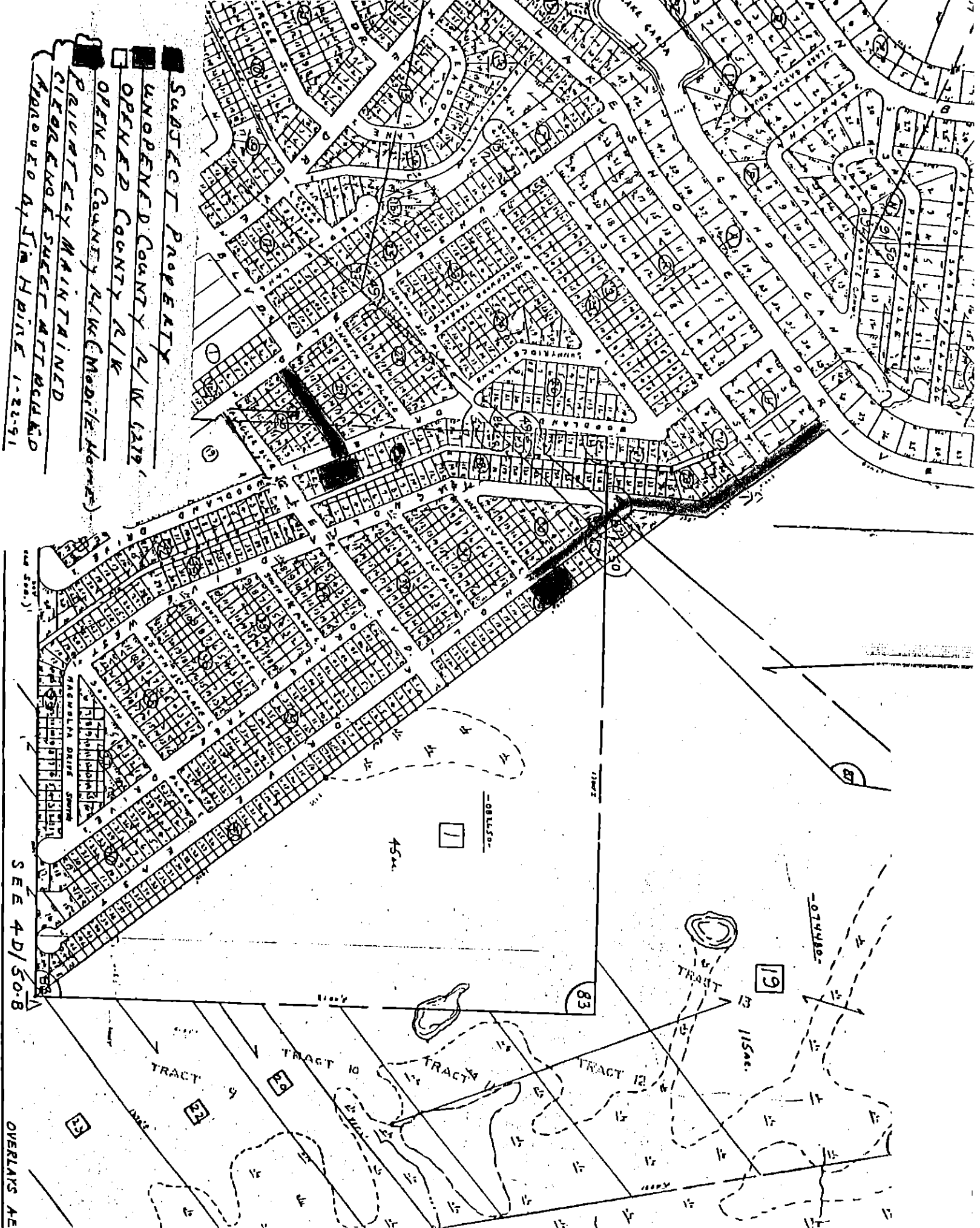
Signed, Sealed and Delivered in Presence of:

Donald J. Seguin
Witness
Robert E. Hicks
Witness

Angela M. Hicks (S)
Angela M. Hicks (S)
Robert E. Hicks (S)
Robert E. Hicks (S)
Ara Sheklian (S)
Ara Sheklian, President of Park Properties (S)

This instrument prepared by: Sunstate Realty & Development, Inc.
Address 101 LaQuinta Pl., St. Augustine, FL 32084

SUBJECT PROPERTY
 UNOPENED COUNTY R/W (127)
 OPENED COUNTY R/W
 OPENED COUNTY R/W (Mobile Homes)
 PRIVATELY MAINTAINED
 REAR END STREET ATTACHED
 APPROVED BY TIM HADINE 1-22-91



SEE 4-D/50-B

OVERLAYS A-E

EXHIBIT "B"

Robert Hicks
Public Works Dept
Project Coordinator
(23-1-5)

April 25, 1994

Board of County Commissioners
of St. Johns County, Florida
P. O. BOX 349
St. Augustine, Florida

REF: Residential driveway to be constructed within unimproved
County right-of-way known as Magnolia Road East.

This is to acknowledge that we agree with all the terms and
conditions as set forth in Resolution No 94-85 in regard to the
above referenced driveway to be constructed within a County
right-of-way.

Robert E. Hicks
Robert E. Hicks
Address: 710 S.P. 207 #5
St. Augustine, Fla 32095
Angelia M. Hicks
Angelia M. Hicks
Address: 710 State Rd. 207 #5
St. Augustine, Fla. 32095

THE FOREGOING instrument was acknowledged before me this
12 day of May, 1994, by Robert E. Hicks
and Angelia M. Hicks, his wife, who are personally known to me or
has produced _____ as identical

Notary Public, State of Florida
My Commission Expires Dec. 14, 1998
Banded thru Tray Fair - Insurance Inc.

Notary Public
Gerry M. Anderson
(Name of notary, typed or printed)
My commission number: _____
My commission expires: _____

Notary Public, State of Florida
Gerry M. Anderson
My Commission Expires Dec. 14, 1998
Banded thru Tray Fair - Insurance Inc.