

RESOLUTION NO. 99- 74

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES, TO FACILITATE THE CONSTRUCTION AND PROVIDE REQUIRED RIGHT-OF-WAY FOR THE REALIGNMENT OF THE MICKLER ROAD AND CR210 INTERSECTION IMPROVEMENTS.

RECITALS

WHEREAS, Franklin D. Winberry, the owner of property located at the intersection of Mickler Road and CR 210 has agreed to convey a portion of his property as more particularly described in the Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the required right-of-way for the construction of the intersection improvements; and

WHEREAS, in consideration for said right-of-way parcel Winberry has agreed to accept from St. Johns County an exchange parcel of property as described in the County Deed attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, said exchange parcel is not needed for County purposes and this exchange of property would be in the best interest of the public; and

WHEREAS, said proposed exchange of property has been advertised in accordance with the requirements of Section 125.37, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the St. Johns County Board of County Commissioners, as follows:

1. We incorporate the above Recitals as findings of fact.
2. The terms of the Agreement, in substantially the form attached hereto is hereby approved and execution by the County Administrator is authorized.
3. The Warranty Deed conveying to St. Johns County the right-of-way parcel as described in the Agreement, attached hereto as Exhibit "A" is hereby accepted and the Clerk is instructed to record the Warranty Deed in the Public Records of St. Johns County, Florida.
4. The County Deed conveying the exchange parcel as described in the County Deed, to Franklin D. Winberry is hereby approved for execution by the County Administrator and the Clerk is instructed to hold the County Deed in escrow until the end of the project and then record the County Deed in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 11 day of May, 1999.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia De Plande
Deputy Clerk

[Faint handwritten signature]

Exhibit "A" to Resolution

AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 1999, by and between FRANK D. WINBERRY, ("Winberry"), whose address is Post Office Box 50045, Jacksonville Beach, Florida 32250, and ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095.

RECITALS:

A. The County has prepared plans for improvements to the intersection of County Road 210 and Mickler Road (the "Project") located in northeastern St. Johns County which will enhance the health, safety and welfare of its citizens;

B. Winberry is the owner of a parcel of land (RE # _____), located at the existing intersection of County Road 210 and Mickler Road (the "Winberry Property"), a portion of which, as described in Exhibit "A" attached hereto and delineated on Exhibit "C" attached hereto (the "New Right of Way Parcel"), is needed for the proposed realignment of Mickler Road as a part of the project;

C. Upon completion of the realignment of Mickler Road, there will be a surplus right of way adjacent to the Winberry Property resulting from the realignment of Mickler Road, said property being more particularly described on Exhibit "B" attached hereto and delineated on Exhibit "C" attached hereto (the "Surplus Parcel");

D. The parties wish to avoid condemnation associated with the Project and this Agreement is being entered into with the understanding that County has the authority and power of eminent domain and would exercise such power absent of the execution of this Agreement;

E. The parties are desirous of entering into an agreement whereby Winberry will convey to County the New Right of Way Parcel for the construction of the Project, and in exchange, the County will convey to Winberry or his designee the Surplus Parcel;

NOW THEREFORE, in consideration of the mutual covenants and agreements made herein, County and Winberry agree as follows:

1. **RECITALS.** The parties agree that the matters set forth in the Recitals are true and correct.

2. **CONVEYANCE OF PROPERTY.** Prior to commencement of the Project but no later than August, 1, 1999, Winberry shall convey by Warranty Deed to the County the New Right of Way Parcel as described in Exhibit "A". Upon completion of the Project County shall convey title to the Surplus Parcel to Winberry or his designee by deed which complies with 125.411, Florida Statutes. No lien shall have been filed against the Surplus Parcel as a result of the project. County shall remove all construction debris including asphalt and lime rock from the Surplus Parcel, at County's sole cost and expense, prior to such conveyance. The Parcels are in exchange for each other and have been advertised in accordance with Section 125.37, Florida Statutes.

3. **PERMITS.** County, shall, at County's sole cost and expense, obtain all permits (the "Permits") necessary for the construction of the Project. Winberry agrees to cooperate with the County to the extent necessary in obtaining the Permits, provided however that any fees or costs incurred by Winberry in providing any assistance for the Permits or any attendant documents shall be borne solely by County.

4. **DRIVEWAY CONNECTIONS.** County agrees that Winberry shall be permitted to have two (2) driveways, each thirty (30) feet in width constructed from the Winberry Property and/or the Surplus Parcel to the New Mickler Road as part of the Project. Such driveway connections shall be shown on the Plans for the Project and shall be located in such a manner and be of such design as are reasonably acceptable to Winberry and in compliance with the provisions of the St. Johns County Paving and Drainage Ordinance 96-40 as are attached hereto as Exhibit "D".

5. **UTILITIES.** The Project shall include the installation of underground utilities or utility conduits, which would permit the installation of utilities at a later date to the Winberry Parcel, within the relocated right of way for Mickler Road or County Road 210. The Plans shall include detail regarding the utilities or utility conduits to be installed as part of the Project.

6. **DRAINAGE.** County represents and agrees that the design of the project will not adversely affect the drainage of the Winberry property or the Surplus Property.

7. **INDEMNITY.** In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, County agrees, to the extent allowed by Florida Law, indemnify and hold Winberry harmless against all damages, claims, losses or related expenses, that may arise from any personal injury or property damage occurring in connection with the construction of the Project by or on behalf of County, or its contractors, employees, agents or licensees; and any construction or materialmen liens filed against the Winberry Property, the New Right of Way Parcel, or the Surplus Parcel in connection with the construction of the Project by County.

8. **REPRESENTATIONS AND WARRANTIES BY COUNTY.** County hereby represents and warrants to Winberry as follows:

a. County is a public body corporate and politic organized under the laws of the State of Florida and that it has full power and authority to execute this Agreement and to perform the obligations of County hereunder, and that the individual executing this Agreement on behalf of County is authorized and empowered to execute this Agreement on behalf of County and that the execution of this Agreement by said individual shall bind County to the terms and conditions of this Agreement.

b. There is no litigation or administrative proceeding pending or threatened which affects the Project, title to the Surplus Parcel or any portion thereof.

c. There are no violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the Project or the Surplus Parcel known to County and County has not received notice of any such violation.

d. County is the owner of the right of way from which the Surplus Parcel is being conveyed.

9. **REPRESENTATIONS AND WARRANTIES BY WINBERRY.** Winberry hereby represents and warrants to County as follows:

a. Except as set forth in this Agreement, there is no litigation or administrative proceeding pending or threatened which affects the New Right of Way Parcel or any portion thereof.

b. There are no violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the New Right of Way Parcel known to Winberry and Winberry has not received notice of any such violation.

c. Winberry is the owner in fee simple of the New Right of Way Parcel.

d. There is no litigation or administrative proceeding pending or threatened which affects the New Right of Way Parcel or any portion thereof.

e. There are no violations of any federal, state or local law ordinance, regulation, rule, statute, code or ordinance affecting the New Right of Way Parcel known to Winberry and Winberry has not received notice of any such violation.

10. **FEES AND COSTS.** All fees and costs (including but not limited to fees and expenses of architects, engineers and other professionals) associated with the performance of the Realignment Project shall be borne solely by County.

a. Attorneys fees. County agrees to pay attorneys fees for Winberry in an amount not to exceed \$5,000.00, notwithstanding any sums previously paid by County on behalf of Winberry.

11. **REVERTER CLAUSE.** The parties agree that should the New Right-of-way Parcel not be used for road construction purposes within five (5) years from the date of this Agreement, said parcel shall automatically revert to Winberry and all obligations under this Agreement shall cease.

12. **OBLIGATION TO COMPLY WITH ALL LAWS AND REGULATIONS.** In connection with the construction of the Project, County shall comply with all governmental or quasi-governmental laws, statutes, ordinances, rules and regulations of every kind.

13. **ENTIRE AGREEMENT; AMENDMENTS.** The parties hereto agree that the entire agreement between the parties with the respect to the Project and the exchange of the Surplus Property for the New Right of Way Parcel is set forth in this Agreement. This instrument may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Winberry Property, the New Right of Way Parcel and the Surplus Parcel.

14. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

15. **TIME OF ESSENCE.** Time is of the essence with respect to the provisions of this Agreement which provide time periods for the taking of actions by the parties.

16. **NOTICES.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be served by personal delivery, certified or overnight mail, reputable overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to Winberry: Frank D. Winberry
Post Office Box 50045
Jacksonville Beach, Florida 32250
Facsimile: _____

As to County: St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32095
Attention: _____
Facsimile: _____

Any notice or demand such served shall constitute proper notice hereunder upon delivery to the United States Postal Service or such overnight courier.

17. **SUCCESSORS AND ASSIGNS.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference to the same extent as those such exhibits were included in the body of this Agreement verbatim.

19. **NO RECORDING.** Neither this Agreement nor any notice memorandum or other notice or document related hereto other than the County Deed and Warranty Deed exchanging the parcels shall be recorded without prior written consent of both the County and Winberry.

IN WITNESS WHEREOF, Winberry and County have each caused this Agreement to be executed and delivered by their duly appointed officers, the day and year first above written.

Name: _____

FRANK D. WINBERRY

Name _____

ST. JOHNS COUNTY

Name _____

By: _____

Name _____

EXHIBIT "A" to Agreement

New Right-ofway Parcel for Warranty Deed
from Winberry to St. Johns County

Mickler Road Re-alignment (South)

A portion of Government Lot 3, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

Commence at the intersection of the South line of said Section 15, with the Easterly right of way line of County Road No. 210, a 66 foot right of way as presently established; thence North $03^{\circ} 08' 41''$ West, along said Easterly line, 83.62 feet to the Point of Beginning.

From said Point of Beginning; thence continue North $03^{\circ} 08' 41''$ West, along said Easterly line, 126.09 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 79.34 feet; thence Northeasterly along the Southeasterly right of way line of Mickler Road, a 66 foot right of way as now established, and along the arc of said curve, through a central angle of $59^{\circ} 11' 34''$, an arc distance of 81.97 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ} 27' 06''$ East, 78.37 feet; thence North $56^{\circ} 02' 53''$ East, continuing along said Southeasterly line, 74.12 feet to a point on a curve concave Southeasterly having a radius of 1125.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $12^{\circ} 57' 04''$, an arc distance of 254.30 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $20^{\circ} 38' 46''$ West, 253.75 feet.

Containing 0.17 acres or 7,221 square feet more or less.

EXHIBIT "B" to Agreement
Exchange PARCEL for County Deed from County to Winberry

Mickler Road/ Palm Valley Realignment Project

A Portion of Government Lot 3, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Northwesterly right of way line of Mickler Road, a 66 foot right of way as presently established, with the Northeasterly right of way line of Old Palm Valley Road (County Road No. 210), a variable width right of way as presently established; thence North $56^{\circ}02'54''$ East, along said Northwesterly right of way line, 118.01 feet; thence South $33^{\circ}57'07''$ East, departing said Northwesterly right of way line, 66.00 feet to a point on the Southeasterly right of way line of said Mickler Road, and the Point of Beginning.

From the Point of Beginning, thence Northeasterly departing said Southeasterly right of way line along a curve concave Southeasterly, having a radius of 1125.00 feet, through a central angle of $15^{\circ}08'35''$ an arc distance of 297.33 feet, said arc being subtended by a chord bearing and distance of North $34^{\circ}41'36''$ East, 296.47 feet; thence South $33^{\circ}57'07''$ East, 107.96 feet, to a point on said Southeasterly right of way line; thence South $56^{\circ}02'53''$ West, along said Southeasterly right of way line, 276.12 feet to the Point of Beginning.

Containing 16,844.60 square feet more or less.

SITE PLAN
EXHIBIT C to Agreement

UNPLATTED
GOVERNMENT LOT 3

UNPLATTED
GOVERNMENT LOT 7



$\Delta = 1528'35''$
 $R = 1125.00'$
 $L = 297.33'$
 $CB = N34'41'56''E$
 $C = 296.47'$

POINT OF COMMENCEMENT
INTERSECTION OF THE NWLY. R/W LINE OF MICKLER ROAD WITH THE NELY. R/W LINE OF OLD PALM VALLEY ROAD

POINT OF BEGINNING

SECTION 15
SECTION 22

GOVERNMENT LOT 3

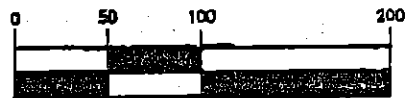
LEGEND

- Δ DENOTES CENTRAL ANGLE
- R DENOTES RADIUS
- L DENOTES ARC DISTANCE
- C DENOTES CHORD DISTANCE
- CB DENOTES CHORD BEARING
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.O.C. DENOTES POINT ON CURVE
- P.C.C. DENOTES POINT OF COMPOUND CURVE
- P.R.C. DENOTES POINT OF REVERSE CURVE
- R/W DENOTES RIGHT OF WAY
- GOV'T. DENOTES GOVERNMENT

NOTES:

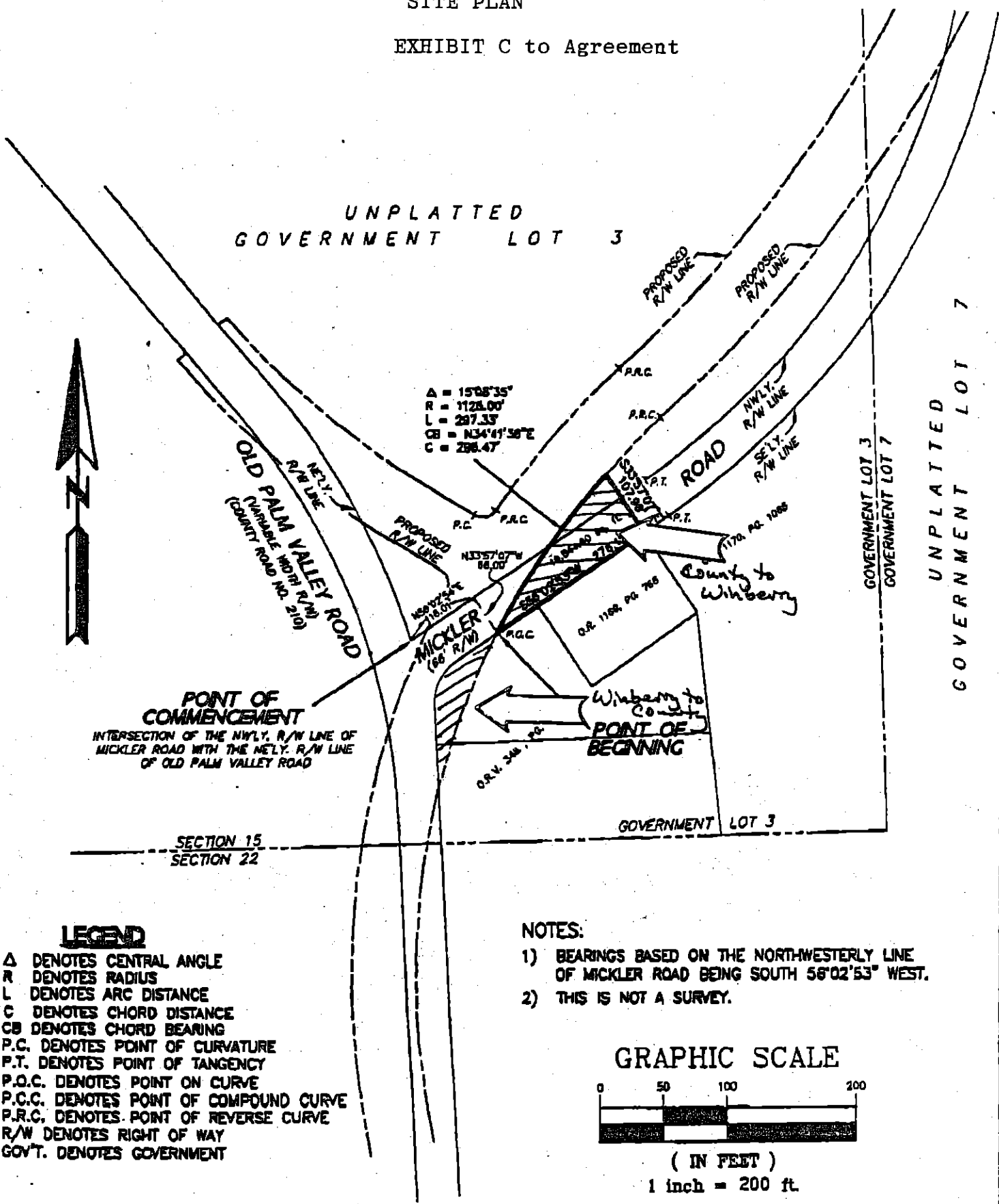
- 1) BEARINGS BASED ON THE NORTHWESTERLY LINE OF MICKLER ROAD BEING SOUTH 56°02'53" WEST.
- 2) THIS IS NOT A SURVEY.

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.



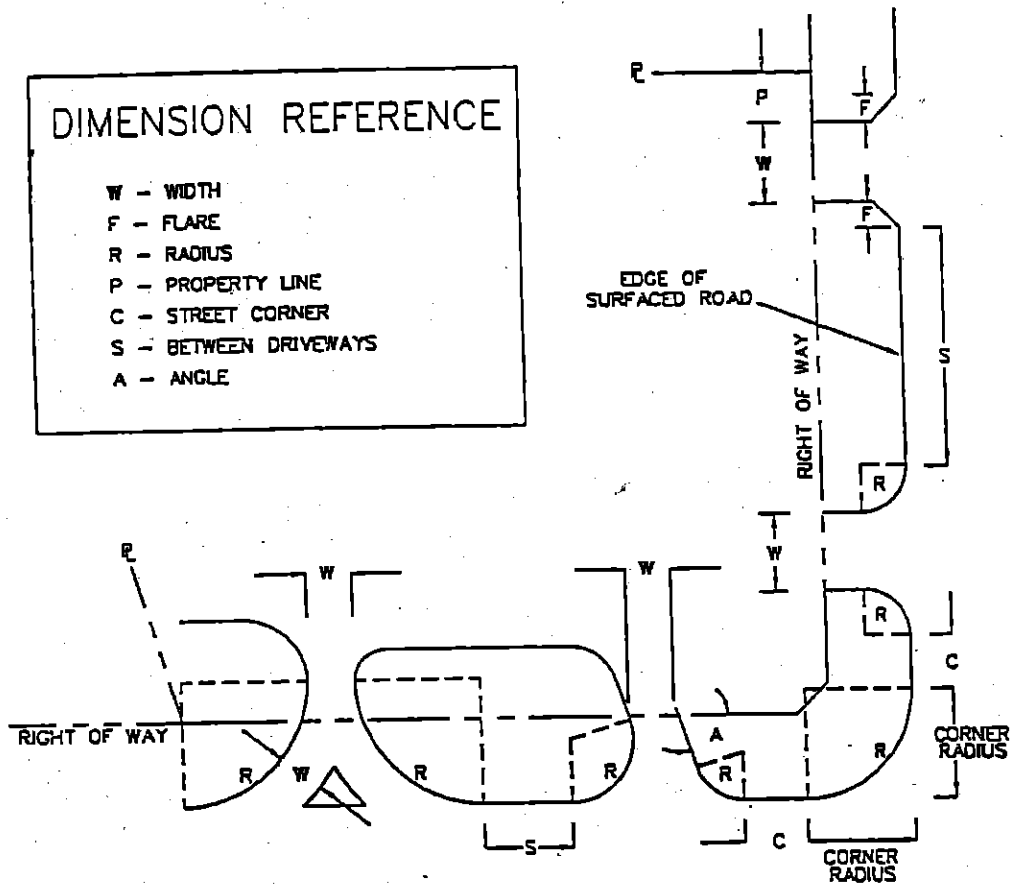
9.3 DRIVEWAY DESIGN

9.3.1 Driveway widths, spacing, radii, and minimum angles for residential and commercial driveways shall be based on the following guidelines (See Figure 1 for a depiction of the measurement criteria):

RESIDENTIAL DRIVEWAYS	LOCAL ROADS	MINOR COLLECTORS	MAJOR COLLECTORS
Nominal Width			
Single Residence (W)	12-18 feet	12-18 feet	14-18 feet
Two or Three Residences (W)	20-24 feet	20-24 feet	22-26 feet
Minimum Flare (F)	5 feet	5 feet	10 feet
Minimum Spacing			
From Property Line (P)	5 feet	5 feet	15 feet
From Street Corner (C)	10 feet	10 feet	20 feet
Between Driveways (S)	0 feet	0 feet	10 feet
Minimum Angle (A)	80 degrees	80 degrees	80 degrees

COMMERCIAL DRIVEWAYS	LOCAL ROADS	MINOR COLLECTORS	MAJOR COLLECTORS
Nominal Width			
One-Way (W)	16 feet	16 feet	16-20 feet
Two-Way (W)	24-30 feet	24-36 feet	24-36 feet
Minimum Radius (R)	25 feet	30 feet	35 feet
Minimum Spacing			
From Property Line (P)	25 feet	30 feet	35 feet
From Street Corner (C)	25 feet	50 feet	100 feet
Between Driveways (S)	10 feet	20 feet	30 feet
Minimum Angle (A)	80 degrees	80 degrees	80 degrees

Note: These design values are typical minimum standards but may be adjusted by the Public Works Department as required for the projected traffic conditions or for other good cause.



DRIVEWAY CONNECTION DIAGRAM

FIGURE 1

EXHIBIT "D-3"

9.3.2 The maximum number of driveways allowed for projects other than single-family residential units shall be as follows:

- | | |
|---|-------------|
| (a) Property with 200 frontage feet or less | 1 driveway |
| (b) Property with more than 200 frontage feet | 2 driveways |

Developments shall not be allowed more than 2 driveways on a single frontage without approval of the Public Works Department. Two one-way connections shall equate to one driveway for the purposes of this requirement.

9.3.3 Single-family residential units shall generally be limited to one driveway. Circular driveways with two connections shall be permitted with adequate frontage.

9.4 DRIVEWAY GRADES

Figure 2 establishes maximum grade changes for driveways from the three classes of roadways. For the values shown, no vertical curve connecting the tangents is necessary. For grade changes more abrupt than those in Figure 2, vertical curves at least 10 feet in length shall be used to connect tangents.

9.5 CONNECTION DESIGN

9.5.1 The plans submitted for review shall depict the proposed improvements for driveway connections and driveway approaches. The plans shall provide the driveway size, width, return radii, angle to the roadway, approach taper length, existing and proposed pavement marking, existing and proposed drainage pipes or other drains (including pipe size and type of material), and existing and proposed grades (including pavement design).

9.5.2 Proposed connections shall have no fences, walls, hedges, or other obstacles that will obstruct vision between a height of 2.5 feet and 10 feet above the centerline grade of the intersecting driveway, per F.D.O.T. Standards, Index No. 546.

9.5.3 All connections to paved roadways shall be permanent type pavement, including Portland Cement Concrete or asphaltic concrete. Gravel, bituminous surface treatments, and other materials without a permanent surface are prohibited.

9.5.4 Pavement design requirements of commercial driveway connections, for the extent of permanent pavement required in Section 9.6 below, including stabilized subgrade, base course, and surface course, shall equal or exceed the requirements of the adjacent roadway travel lane. Pavement design requirements of residential driveway connections, for the extent of permanent pavement required in Section 9.6 below, shall equal or exceed the requirements for Local Roads, with the exception of Portland Cement Concrete driveways which shall have a minimum pavement thickness of 4 inches.

Prepared By:
Daniel J. Bosanko, Assistant County Attorney
St. Johns County
P. O. Drawer 349
St. Augustine, Florida 32085-0349

WARRANTY DEED

THIS WARRANTY DEED made and executed the ____ day of _____, 1999 by FRANKLIN D. WINBERRY, conveying his separate non-homestead property, whose address is Post Office Box 50045, Jacksonville, Florida 32250, hereinafter called the Grantor, to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose post office address is P. O. Drawer 349, St. Augustine, Florida 32085-0349, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in St. Johns County, State of Florida, described as follows:

PROPERTY AS DESCRIBED ON ATTACHED EXHIBIT "A", INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

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.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 1998.

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 :

GRANTOR:

Witness:

FRANKLIN D. WINBERRY

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1999,
by FRANKLIN D. WINBERRY. He is personally known to me or has
produced _____ as identification.

Notary Public

EXHIBIT "A"

New Right-ofway Parcel for Warranty Deed
from Winberry to St. Johns County

Mickler Road Re-alignment (South)

A portion of Government Lot 3, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

Commence at the intersection of the South line of said Section 15, with the Easterly right of way line of County Road No. 210, a 66 foot right of way as presently established; thence North $03^{\circ} 08' 41''$ West, along said Easterly line, 83.62 feet to the Point of Beginning.

From said Point of Beginning; thence continue North $03^{\circ} 08' 41''$ West, along said Easterly line, 126.09 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 79.34 feet; thence Northeasterly along the Southeasterly right of way line of Mickler Road, a 66 foot right of way as now established, and along the arc of said curve, through a central angle of $59^{\circ} 11' 34''$, an arc distance of 81.97 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North $26^{\circ} 27' 06''$ East, 78.37 feet; thence North $56^{\circ} 02' 53''$ East, continuing along said Southeasterly line, 74.12 feet to a point on a curve concave Southeasterly having a radius of 1125.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $12^{\circ} 57' 04''$, an arc distance of 254.30 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $20^{\circ} 38' 46''$ West, 253.75 feet.

Containing 0.17 acres or 7,221 square feet more or less.

This Instrument Prepared By:
Daniel J. Bosanko, Esq.
Assistant County Attorney
P.O. Box 1533
St. Augustine, FL 32085-1533

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this ___ day of _____, 1999, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, FL 32095, hereinafter "Grantor", to **FRANKLIN D. WINBERRY**, whose address is P. O. Box 50045, Jacksonville Beach, FL 32250, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (THE "PROPERTY")

Parcel Account Number

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

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises which may fall within any public street, way or alley;

- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

BY: _____
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ___ day of _____, 1999, by Marc A. Jacalone, Chairman of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.

Notary Public State of Florida
My Commission Expires: _____

Mickler Road/ Palm Valley Realignment Project

A Portion of Government Lot 3, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Northwesterly right of way line of Mickler Road, a 66 foot right of way as presently established, with the Northeasterly right of way line of Old Palm Valley Road (County Road No. 210), a variable width right of way as presently established; thence North $56^{\circ}02'54''$ East, along said Northwesterly right of way line, 118.01 feet; thence South $33^{\circ}57'07''$ East, departing said Northwesterly right of way line, 66.00 feet to a point on the Southeasterly right of way line of said Mickler Road, and the Point of Beginning.

From the Point of Beginning, thence Northeasterly departing said Southeasterly right of way line along a curve concave Southeasterly, having a radius of 1125.00 feet, through a central angle of $15^{\circ}08'35''$ an arc distance of 297.33 feet, said arc being subtended by a chord bearing and distance of North $34^{\circ}41'36''$ East, 296.47 feet, thence South $33^{\circ}57'07''$ East, 107.96 feet, to a point on said Southeasterly right of way line; thence South $56^{\circ}02'53''$ West, along said Southeasterly right of way line, 276.12 feet to the Point of Beginning.

Containing 16,844.60 square feet more or less.

Res 99-74

Public Records of
St. Johns County, FL
Clerk # 2009023038,
O.R. 3193 PG 1529-1531
05/13/2009 at 08:43 AM,
REC. \$13.00 SUR. \$14.00
Doc. D \$.70

Return to:
St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, FL 32095

Prepared by:
William J. Joos, Esquire
3030 Hartley Road, Suite 290
Jacksonville, FL 32257

RE # 067200-0000

WARRANTY DEED

THIS INDENTURE, made this 27th day of April, 2000, Between John J. Snyder, as Bishop of the Diocese of St. Augustine, of P.O. Box 24000, Jacksonville, FL 32241-4000, of the County of Duval, State of Florida, Grantor, and St. Johns County, a political subdivision of the State of Florida, whose post office address is 4020 Lewis Speedway, St. Augustine, FL, 32095, of the County of St. Johns, State of Florida, Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida, to-wit:

See attached Exhibit "A-1 and "A-2"

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Subject to real property taxes subsequent to December 31, 1998.

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

Signed, sealed and delivered
in our presence:

Judy T. Pinson
Witness

JUDY T. PINSON
Print name

John J. Snyder
John J. Snyder, as Bishop of the
Diocese of St. Augustine

Denis M. Shumb
Witness

Denis M. Shumb
Print name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day of April, 2000, by John J. Snyder, as Bishop of the Diocese of St. Augustine, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April, 2000.

Judy T. Pinson
Notary Public, State of Florida at Large

My commission expires: March 16, 2002





New Right-of-way Parcel from
Church to St. Johns County

May 16, 1996

Work Order No. S96-19-2
St. Johns County, C.R.210

County Road No. 210 Re-alignment (Northwest)

A portion of Government Lot 3, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

Commence at the intersection of the South line of said Section 15 with the Westerly right of way line of Old Palm Valley Road (County Road No. 210), a variable width right of way as presently established; thence North $03^{\circ}08'43''$ West, along said Westerly line, 48.17 feet to the point of curvature of a curve concave Westerly, having a radius of 997.20 feet; thence Northerly along the arc of said curve, through a central angle of $14^{\circ}16'00''$, and continuing along said Westerly line an arc distance of 248.30 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $10^{\circ}16'41''$ West, 247.66 feet; thence Nothwesterly along the arc of a curve concave Southwesterly, having a radius of 1018.17 feet, and continuing along said Westerly line an arc distance of 352.15 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North $27^{\circ}19'13''$ West, 350.40 feet.

From the Point of Beginning; thence Northwesterly, departing said Westerly right of way line, along the arc of a curve concave Northeasterly, having a radius of 1250.00 feet, an arc distance of 135.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $46^{\circ}12'22''$ West, 135.62 feet; thence South $84^{\circ}18'30''$ East, departing said curve, 22.05 feet to a point lying on said Westerly right of way line of Old Palm Valley Road; thence South $40^{\circ}23'12''$ East, along said Westerly line, 62.94 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1018.17 feet; thence Southeasterly along the arc of said curve, through a central angle of $03^{\circ}09'32''$, and continuing along said Westerly line an arc distance of 56.13 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $38^{\circ}48'29''$ East, 56.13 feet.

Containing 0.03 acres or 1,152 sq. ft. more or less.



Sunshine State
Surveyors, inc.

New Right-of-way Parcel from Church to SJC

3131 St. Johns Bluff Road S.

Jacksonville, FL 32246

Tel: (904) 642-8530

Fax: (904) 646-9485

May 15, 1996

Work Order No. S95-19-2

A portion of Government Lot 3, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

Begin at the intersection of the Westerly right of way line of County Road No. 210, a 66 foot right of way as presently established, with the South line of said Section 15; thence South $88^{\circ} 29' 06''$ West, along said South line, 58.23 feet to a point on a curve concave Easterly, having a radius of 1225.00 feet; thence Northerly along the arc of said curve, through a central angle of $08^{\circ} 25' 01''$, an arc distance of 179.95 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $13^{\circ} 03' 58''$ East, 179.79 feet, said point lying on said Westerly line of County Road No. 210, said Westerly line being a curve concave Westerly, having a radius of 997.20 feet; thence Southerly along the arc of said curve, through a central angle of $07^{\circ} 16' 00''$, and along said Westerly line, an arc distance of 126.47 feet to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of South $06^{\circ} 46' 41''$ East, 126.39 feet; thence South $03^{\circ} 08' 43''$ East, continuing along said Westerly line, 48.17 feet to the Point of Beginning.

Containing 0.13 acres, more or less.