

RESOLUTION NO. 99-75

**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**, the Catholic Church, the owner of property located at the intersection of Mickler Road and CR 210 has agreed to convey a portion of their 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 the Catholic Church 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 the Catholic Church 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 Jacalone  
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande  
Deputy Clerk



## AGREEMENT

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 1999, by and between John J. Snyder as Bishop of the Diocese of St. Augustine ("Church"), whose address is c/o Fr. Keith R. Brennan, Chancellor, Diocese of St. Augustine, P. O. Box 24000, Jacksonville, Florida 32241-4000, 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. The Church is the owner of a parcel of land ( RE # 067200--0000 ), located at the existing intersection of County Road 210 and Mickler Road (the "Church Property"), a portion of which, as described in Exhibit "A-1" & "A-2", attached hereto and delineated on Exhibit "C" attached hereto (the "New Right of Way Parcels"), are 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 Church 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 the Church will convey to County the New Right of Way Parcel for the construction of the Project, and in exchange, the County will convey to the Church or their designee the Surplus Parcel;

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

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

2. **CONVEYANCE OF PROPERTY.** County shall convey title to the Surplus Parcel to the Church by deed which complies with 125.411, Florida Statutes, upon completion of the Project. No lien shall have been filed against the Surplus Parcel as a result of the project. County shall remove all construction debris from the Surplus Parcel, at County's sole cost and expense, prior to such conveyance. The Church shall convey by Warranty Deed to the County the New Right of Way Parcel as described in Exhibits "A-1" and "A-2". 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. The Church agrees to cooperate with the County to the extent necessary in obtaining the Permits, provided however that any fees or costs incurred by the Church in providing any assistance for the Permits or any attendant documents shall be borne solely by County.

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

5. **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, to indemnify and hold the Church 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 Church Property, the New Right of Way Parcel, or the Surplus Parcel in connection with the construction of the Project by County.

6. **REPRESENTATIONS AND WARRANTIES BY COUNTY.** County hereby represents and warrants to the Church 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.

7. **REPRESENTATIONS AND WARRANTIES BY THE CHURCH.** Church 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 the Church and the Church has not received notice of any such violation.

c. The Church 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 the Church and the Church has not received notice of any such violation.

8. **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 the Church in an amount not to exceed \$650.00.

9. **ADJOINING RIGHT-OF-WAY.** The County shall comply with Florida Statute 125.35(2) if the disposition of the adjoining right-of-way parcel is determined to be in the County's best interest.

10. **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.

11. **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 Church Property, the New Right of Way Parcel and the Surplus Parcel.

12. **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.

13. **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.

14. **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 the Church: Fr. Keith R. Brennan, Chancellor  
Diocese of St. Augustine  
P. O. Box 24000  
Jacksonville, Florida 32241-4000  
Facsimile: (904) 262-9270

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.

15. **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.

16. **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.

17. **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 the Church.

**IN WITNESS WHEREOF,** the Church 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: \_\_\_\_\_

\_\_\_\_\_  
**JOHN J. SNYDER as Bishop of  
the Diocese of St. Augustine**

\_\_\_\_\_  
Name \_\_\_\_\_

**ST. JOHNS COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_



EXHIBIT "A - 1" to Agreement

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

3131 St. Johns Bluff Road S.

Jacksonville, FL 32246

Tel: (904) 642-8550

Fax: (904) 646-9485

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.

EXHIBIT "A - 2" to Agreement



Sunshine State  
Surveyors, inc.

New Right-of-way Parcel from Church to SJC

3131 St. Johns Bluff Road S.

Jacksonville, FL 32246

Tel: (904) 642-8550

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.





March 11, 1999

Work Order No. S99-076

**Mickler Road / Old Palm Valley Road Conveyance**

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

For the Point of Beginning, commence at the intersection of the Northwesterly right of way line of Mickler Road, a 66 foot right of way as currently established, with the Northeasterly right of way line of Old Palm Valley Road, (County Road No. 210), a variable width right of way as currently established, thence North  $56^{\circ}02'53''$  East, along said Northwesterly right of way line, 32.28 feet to a point on a curve concave Southeasterly, having a radius of 1225.00 feet; thence Southwesterly, departing said Northwesterly right of way line, along the arc of said curve through a central angle of  $07^{\circ}49'47''$ , an arc distance of 167.40 feet to a point of cusp lying on the Southwesterly right of way line of said Old Palm Valley Road, said arc being subtended by a chord bearing and distance of South  $21^{\circ}11'22''$  West, 167.27 feet; thence Northwesterly along the arc of a curve concave Westerly, having a radius of 997.20 feet and along said Southwesterly right of way line through a central angle of  $07^{\circ}00'03''$ , an arc distance of 121.84 feet to a Point of Compound Curvature, said arc being subtended by a chord bearing and distance of North  $13^{\circ}54'40''$  West, 121.77 feet; thence Northwesterly along the arc of a curve concave Westerly, having a radius of 1018.17 feet, and continuing along said Southwesterly right of way line through a central angle of  $19^{\circ}49'05''$ , an arc distance of 352.17 feet to a point of cusp, said arc being subtended by a chord bearing and distance of North  $27^{\circ}19'15''$  West, 350.42 feet; thence Southeasterly along the arc of a curve concave Northeasterly, having a radius of 1250.29 feet, departing said Southwesterly right of way line, through a central angle of  $08^{\circ}25'37''$ , an arc distance of 183.89 feet to a point on a curve, said point also lying on said Northeasterly right of way line of said Old Palm Valley Road, said arc being subtended by a chord bearing and distance of South  $53^{\circ}31'42''$  East, 183.72 feet; thence Southeasterly along the arc of a curve concave Westerly, having a radius of 1084.17 feet, and along said Northeasterly right of way line through a central angle of  $10^{\circ}27'26''$ , an arc distance of 197.88 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $22^{\circ}38'09''$  East, 197.60 feet.

Containing 0.51 acres, more or less.



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 JOHN J. SNYDER AS BISHOP OF THE DIOCESE OF ST. AUGUSTINE, whose address is P. O. Box 24000, Jacksonville, Florida 32241-4000, 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:  
JOHN J. SNYDER AS BISHOP OF  
THE DIOCESE OF ST. AUGUSTINE

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
JOHN J. SNYDER

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1999,  
by JOHN J. SNYDER AS BISHOP OF THE DIOCESE OF ST. AUGUSTINE. He is personally  
known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

EXHIBIT "A" TO WARRANTY DEED



Sunshine State  
Surveyors, inc.

New Right-of-way Parcel from Church to SJC

3131 St. Johns Bluff Road S.

Jacksonville, FL 32246

Tel: (904) 642-8550

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.



EXHIBIT "A" TO WARRANTY DEED

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

3131 St. Johns Bluff Road S.  
Jacksonville, FL 32246  
Tel: (904) 642-8550  
Fax: (904) 646-9485

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 Northwesterly 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.

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 13 day of July, 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 **JOHN J. SNYDER AS BISHOP OF THE DIOCESE OF ST. AUGUSTINE**, whose address is P. O. Box 24000, Jacksonville, FL 32241-4000, 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  
Marc A. Jacalone, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Lynne King  
Deputy Clerk

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

The foregoing instrument was acknowledged before me this 13 day of July, 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.

Patricia De Grande  
Notary Public State of Florida  
My Commission Expires: 01-26-2000



Patricia De Grande  
MY COMMISSION # CC516024 EXPIRES  
January 26, 2000  
BONDED THRU TROY PAINE INSURANCE, INC.





**Robert M. Angas Associates, Inc.**

Land Surveyors, Planners and Civil Engineers  
Since 1924

SURPLUS PARCEL from St. Johns County to Church

March 11, 1999

Work Order No. S99-076

### Mickler Road / Old Palm Valley Road Conveyance

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

For the Point of Beginning, commence at the intersection of the Northwesterly right of way line of Mickler Road, a 66 foot right of way as currently established, with the Northeasterly right of way line of Old Palm Valley Road, (County Road No. 210), a variable width right of way as currently established, thence North  $56^{\circ}02'53''$  East, along said Northwesterly right of way line, 32.28 feet to a point on a curve concave Southeasterly, having a radius of 1225.00 feet; thence Southwesterly, departing said Northwesterly right of way line, along the arc of said curve through a central angle of  $07^{\circ}49'47''$ , an arc distance of 167.40 feet to a point of cusp lying on the Southwesterly right of way line of said Old Palm Valley Road, said arc being subtended by a chord bearing and distance of South  $21^{\circ}11'22''$  West, 167.27 feet; thence Northwesterly along the arc of a curve concave Westerly, having a radius of 997.20 feet and along said Southwesterly right of way line through a central angle of  $07^{\circ}00'03''$ , an arc distance of 121.84 feet to a Point of Compound Curvature, said arc being subtended by a chord bearing and distance of North  $13^{\circ}54'40''$  West, 121.77 feet; thence Northwesterly along the arc of a curve concave Westerly, having a radius of 1018.17 feet, and continuing along said Southwesterly right of way line through a central angle of  $19^{\circ}49'05''$ , an arc distance of 352.17 feet to a point of cusp, said arc being subtended by a chord bearing and distance of North  $27^{\circ}19'15''$  West, 350.42 feet; thence Southeasterly along the arc of a curve concave Northeasterly, having a radius of 1250.29 feet, departing said Southwesterly right of way line, through a central angle of  $08^{\circ}25'37''$ , an arc distance of 183.89 feet to a point on a curve, said point also lying on said Northeasterly right of way line of said Old Palm Valley Road, said arc being subtended by a chord bearing and distance of South  $53^{\circ}31'42''$  East, 183.72 feet; thence Southeasterly along the arc of a curve concave Westerly, having a radius of 1084.17 feet, and along said Northeasterly right of way line through a central angle of  $10^{\circ}27'26''$ , an arc distance of 197.88 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $22^{\circ}38'09''$  East, 197.60 feet.

Containing 0.51 acres, more or less.