

RESOLUTION NO. 2001 -106

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A CERTAIN AGREEMENT, WARRANTY DEED, GRANT OF EASEMENT AND ASSIGNMENT OF EASEMENT BETWEEN CHARLES R. USINA AND ST. JOHNS COUNTY WHEREBY ST. JOHNS COUNTY WILL ACCEPT AND MAINTAIN THAT CERTAIN RIGHT-OF-WAY KNOWN AS COMMERCIAL DRIVE.

RECITALS

WHEREAS, Charles R. Usina, owner of Commercial Drive, has requested that St. Johns County accept the right-of-way known as Commercial Drive, as shown and described in the Agreement, attached hereto as Exhibit "A"; and

WHEREAS, the Board of County Commissioners at their Workshop meeting, December 5, 2000, directed staff to prepare an agreement between the County and Mr. Usina to accept the proposed right-of-way; and

WHEREAS, the Warranty Deed conveys the right-of-way of Commercial Drive to St. Johns County, attached hereto as Exhibit "B"; and

WHEREAS, the Grant of Easement for the retention pond, and the Assignment of Easement for the 15-foot drainage easement, are for drainage of the subject right-of-way granted to the County, said documents are attached hereto as Exhibit "C and Exhibit "D".

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

Section 1. The Board hereby approves and accepts the terms of the Agreement, Warranty Deed, Grant of Easement and Assignment of Easement in substantially the forms attached hereto and authorizes the County Administrator to execute the Agreement.

Section 2. The Clerk is instructed to file the Agreement with the Officials Records, St. Johns County, Florida and each party shall receive a certified copy of the Agreement.

Section 2. The Clerk is instructed to record the original Warranty Deed, Grant of Easement and Assignment of Easement in the Official Records, St. Johns County, Florida.

PASSED AND ADOPTED, this 22nd day of May, 2001.

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

By: Mary F. Kohnke
Mary F. Kohnke, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

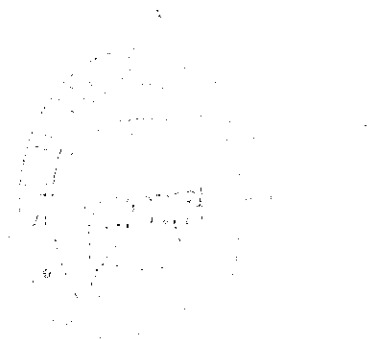


Exhibit "A" To Resolution

AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2001 by Mr. Charles R. Usina, hereinafter referred to as, "Owner" and St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County".

RECITALS

WHEREAS, the Owner has requested the County accept the right-of-way of Commercial Drive and associated drainage easements as described in the attached Exhibit "A" hereinafter the Property; and

WHEREAS, the Commercial Drive Site Plan, attached hereto as Exhibit "B" was approved and inspected by St. Johns County and built to the required standard as outlined in the St. Johns County Ordinance 86-4; and

WHEREAS, as discussed by the Board of County Commissioners at their Workshop meeting on December 5, 2000 it was directed that the County enter into an agreement with Charles Usina to convey Commercial Drive to the County without compensation and Mr. Usina's willingness to bring it up to County standards before the County accepts the road.

NOW THEREFORE it is agreed:

1. The above recitals are incorporated by reference and made a part hereof.
2. The Owner will provide to the County:
 - (a) a title opinion or title certificate confirming current ownership in the Property and listing all record encumbrances;
 - (b) a Warranty Deed, free and clear of all encumbrances conveying fee simple title to St. Johns County;
 - (c) a 15-foot drainage easement on the northerly side of the cul-de-sac and easement over the retention pond area for drainage of the right-of-way and cul-de-sac as shown and described on the Site Plan attached hereto. The Owner acknowledges that acceptance of the easement over the retention pond does not constitute or imply any maintenance or construction responsibility from St. Johns County.
 - (d) a Title Insurance Policy in the amount of Ten Thousand (\$10,000.00) dollars insuring the County's interest in said right-of-way;
 - (e) a survey and legal descriptions of the right-of-way and drainage easements to be conveyed;

- (f) a Level One Environmental Study or acceptable update to the original Level One Environmental Study reviewed and approved by the County;
 - (g) payment for all property taxes until the County accepts the right-of-way;
 - (h) continued and perpetual maintenance of the retention pond per the St. Johns River Water Management District permit #4-109-0089M-ERP.
 - (i) **\$4,764.40** to repair the deficiencies to the pavement surface and clean the ditches that will bring the road up to acceptable County standards, as itemized on attached Exhibit "C".
3. The County will accept by formal Resolution the Warranty Deed and the maintenance of the right-of-way and drainage facilities located within the right-of-way after (a) the County has received a written report from the County Engineer verifying the road meets County standards as outlined in St. Johns County Ordinance 86-4; and (b) the Owner has complied with its obligations in this Agreement.
 4. This Agreement may be amended in writing executed with the same formalities as the original.
 5. 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.
 6. The executed original of this Agreement shall be filed with the Clerk of the Board of County Commissioners of St. Johns County, and each party shall receive a certified copy of the recorded Agreement.
 7. This Agreement shall be effective upon approval by the Board of County Commissioners authorizing the execution of the Agreement by the County Administrator, executed by all parties hereto.
 8. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
 9. Notices or correspondence related to this agreement shall be sent to the following:

For Mr. Charles R. Usina, Owner
Commercial Drive Development
2595 County Road 208
St. Augustine, FL 32092

For St. Johns County
Ben W. Adams, Jr.
County Administrator
P. O. Drawer 349
St. Augustine, FL 32085-0349

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

Signed, sealed and delivered
In the presence of

Witness Debbie Taylor
Print name: Debbie Taylor

OWNER

By: Charles R. Usina
Charles R. Usina, as Trustee of
the Charles R. Usina Living Trust
u/t/a dtd September 12, 1992
2595 County Road 208
St. Augustine, FL 32092

Witness Laurie C. Bradlock
Print Name: Laurie C. Bradlock

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 11th day of May, 2001 by CHARLES R. USINA, as Trustee of the Charles R. Usina Living Trust u/t/a dtd September 12, 1992, who is personally known to me or who has produced a driver's license as identification.

Debbie Taylor
Notary



Debbie Taylor
Commission # CC 9139
Expires April 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.
ST. JOHNS COUNTY, FLORIDA

Witness: _____
Print Name: _____

By: _____
Ben W. Adams, Jr.
County Administrator
P. O. Drawer 349
St. Augustine, FL 32085-0349

Witness: _____
Print Name: _____

Deputy Clerk: _____
Attest

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this _____ day of
May, 2001 by **Ben W. Adams, Jr. County Administrator** who is
personally known to me.

Notary

EXHIBIT "A"

DESCRIPTION: COMMERCIAL DRIVE

A PARCEL OF LAND IN SECTIONS 7 & 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF INTERSTATE ROUTE 95 WITH THE CENTERLINE OF STATE ROAD NO. 208; THENCE NORTH 73 DEGREES 56 MINUTES 00 SECONDS WEST, ON SAID CENTERLINE OF STATE ROAD NO. 208, A DISTANCE OF 1,466.66 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 00 SECONDS WEST, ON THE CENTERLINE ON AGRICULTURAL CENTER DRIVE, A 100 FOOT WIDTH RIGHT OF WAY, 1,190.02 FEET; THENCE SOUTH 73 DEGREES 52 MINUTES 06 SECONDS EAST 50.00 FEET TO THE POINT OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF SAID AGRICULTURAL CENTER DRIVE; THENCE CONTINUING SOUTH 73 DEGREES 52 MINUTES 06 SECONDS EAST 1,879.33 FEET; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST, ON THE WEST LINE OF A 60 FOOT WIDTH DRAINAGE EASEMENT AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF INTERSTATE ROUTE 95, A DISTANCE OF 94.14 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES 40 SECONDS WEST 60.00 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 60.00 FEET; THENCE ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 87 DEGREES 39 MINUTES 53 SECONDS, AN ARC LENGTH OF 91.80 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56 DEGREES 56 MINUTES 39 SECONDS AN ARC DISTANCE OF 49.69 FEET; THENCE NORTH 73 DEGREES 52 MINUTES 06 SECONDS WEST, TANGENT TO SAID CURVE WITH RADIUS OF 50.00 FEET, A DISTANCE OF 1207.11 FEET; THENCE SOUTH 16 DEGREES 07 MINUTES 54 SECONDS WEST 7.88 FEET; THENCE NORTH 73 DEGREES 52 MINUTES 06 SECONDS WEST 545.88 FEET; THENCE NORTH 16 DEGREES 04 MINUTES 00 SECONDS EAST, ON SAID EAST RIGHT OF WAY LINE OF AGRICULTURAL CENTER DRIVE, 77.88 FEET TO THE POINT OF BEGINNING.

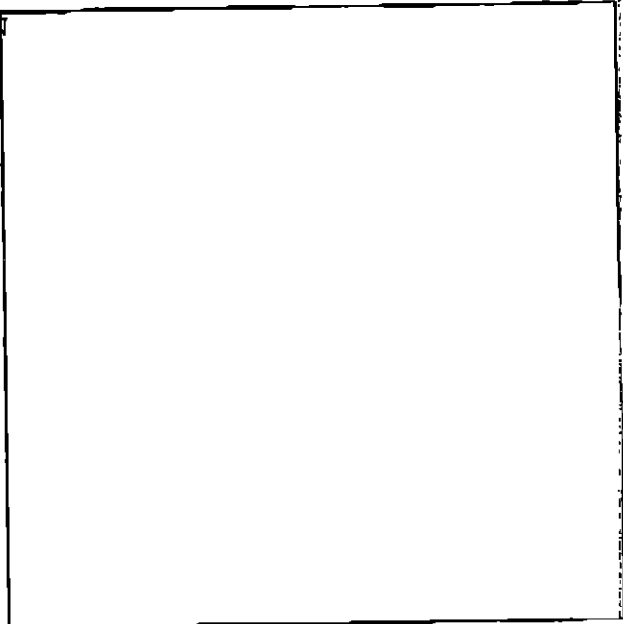
Exhibit "C"

COMMERCIAL DRIVE-REWORK SHOULDERS/SWALES

| <u>Description</u> | <u>Time</u> | <u>Amount</u> |
|---------------------------|--------------------|----------------------|
| Grader | 10 hours | \$487.50 |
| Gradeall | 10 hours | 522.80 |
| Crew Cab | 20 hours | 429.20 |
| Supv | 10 hours | 209.50 |
| Crew Chief | 20 hours | 296.20 |
| Heavy Equip. Oper. | 20 hours | 309.20 |
| Hwy. Maint. Tech. | 40 hours | 414.40 |
| Dump Truck 10WH. | 10 hours | 277.60 |
| Ditch Diggings | 20 loads | 500.00 |
| SUB TOTAL | | \$3,446.40 |
| Miterea | | 345.00 |
| RPM | <u>28@\$3.50</u> | 98.00 |
| Traffic Strip | | 875.00 |
| TOTAL | | \$4,764.40 |

EXHIBIT "B" TO RESOLUTION

THIS INSTRUMENT PREPARED
WITHOUT OPINION OF TITLE BY:
John L. Whiteman, Esq.
P. O. Box 3504
St. Augustine, FL 32085-3504



WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2001, BETWEEN CHARLES R. USINA, as Trustee of the CHARLES R. USINA LIVING TRUST u/t/a dtd September 12, 1992, Grantor, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose post office address is 4020 Lewis Speedway, St. Augustine, Florida 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 heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida, to-wit:

PROPERTY AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

SUBJECT TO covenants, restrictions and easements of record, this reference to which shall not operate to reimpose the same.

SUBJECT TO taxes accruing subsequent to December 31, 2000.

Parcel Account # _____

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.

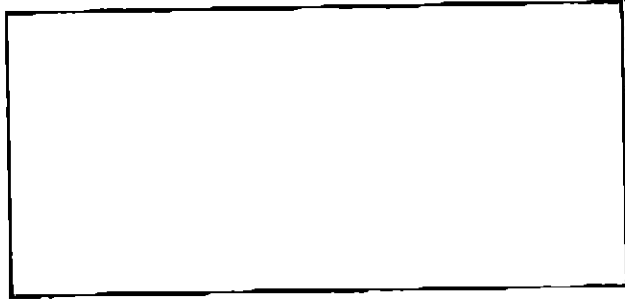
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

(Witness Name Typed)

(Witness Name Typed)

(SEAL)
CHARLES R. USINA, Trustee of the
CHARLES R. USINA LIVING TRUST u/t/a
dtd September 12, 1992



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

I **HEREBY CERTIFY** that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **CHARLES R. USINA**, Trustee of the **CHARLES R. USINA LIVING TRUST w/t/a dtd September 12, 1992**, [] personally known to me, or [] who produced _____ as identification, who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2001.

(Name of Notary Typed)
Notary Public, State of Florida at Large
My commission expires: _____

EXHIBIT "C" TO RESOLUTION

This instrument prepared
without opinion of title by:
John L. Whiteman, Esq.
P.O. Box 3504
St. Augustine, FL 32085-3504

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 2001, between **CHARLES R. USINA**, as Trustee of the **CHARLES R. USINA LIVING TRUST** w/t/a dtd September 12, 1992, hereinafter called Grantor, and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose post office address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter called Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration to grantor in hand paid by grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the grantee, its successors and assigns forever, a perpetual, non-exclusive easement on, over, through, and across the land situate in St. Johns County, Florida, and described on Exhibit "A" attached hereto (hereinafter the "Easement Premises"), for the sole purpose of providing storm water drainage and storm water retention for all storm water which may fall on or come upon the right-of-way of that certain street known as "Commercial Drive", which right-of-way is more fully described on Exhibit "B" hereto. This Grant of Easement is subject to covenants, restrictions, and easements of record.

PROVIDED, however, that this Grant of Easement is subject to the following reservations, limitations and conditions:

1. Grantor hereby reserves the right to use the Easement Premises for any use or purpose which does not materially obstruct the grantee from using the Easement Premises for the purposes described hereinabove. Grantor may also grant to others the right to so use the Premises.

- 2. Grantee, by acceptance of this Grant of Easement, shall not be deemed to have acknowledged, incurred, accepted, or agreed to accept or assume any obligation for the improvement or maintenance of the Easement Premises. This Grant of Easement includes the right of ingress and egress to and over the Easement Premises as may be required for the full enjoyment of the rights herein granted.
- 3. Grantee shall comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Easement Premises or to the use and occupancy thereof, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. The grantee will not commit or suffer any waste at the Easement Premises and will not use or permit any use of the Easement Premises for any illegal purpose or in such a way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Easement Premises are subject.

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

GRANTOR:

**CHARLES R. USINA, as Trustee of the
CHARLES R. USINA LIVING TRUST
u/t/a dtd September 12, 1992**

P.O. Box 162
St. Augustine, FL 32085-0162

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2001 by CHARLES R. USINA, as Trustee of the CHARLES R. USINA LIVING TRUST u/t/a dtd September 12, 1992, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT "A"

(Retention Pond)

A parcel of land in Sections 7 & 8, Township 7 South, Range 29 East, St. Johns County, Florida, more fully described as follows:

Commencing at the intersection of the centerline of Interstate Route 95 with the centerline of State Road No. 208; thence North 73 degrees, 56 minutes, 00 seconds west, on said centerline of State Road No. 208, a distance of 1,466.66 feet; thence south 16 degrees, 04 minutes, 00 seconds west, on the centerline of Agricultural Center Drive, a 100 foot width right-of-way, 1,190.02 feet; thence south 73 degrees 52 minutes, 06 seconds east 50.00 feet to a point on the east right-of-way line of said Agricultural Center Drive; thence continuing south 73, degrees, 52 minutes, 06 seconds East, on the north line of Commercial Drive, 1,588.52 feet; thence south 14 degrees, 35 minutes, 20 seconds east 81.43 feet to the point of beginning at the northwest corner of the herein described parcel of land; thence south 73 degrees, 52 minutes, 06 seconds east, on the south line of Commercial Drive, 122.08 feet to the point of a curve to the right with radius of 50.00 feet; thence on said curve to the right, through a central angle of 56 degrees, 56 minutes, 39 seconds, an arc distance of 49.69 feet to a point of reverse curve; thence on a curve to the left with radius of 60.00 feet, through a central angle of 87 degrees, 39 minutes, 53 seconds, an arc distance of 91.80 feet; thence north 75 degrees, 24 minutes, 40 seconds east, tangent to said curve to the left, 60.00 feet; thence south 14, degrees, 35 minutes, 20 seconds East, on the west line of a 60.00 width drainage easement, 267.29 feet; thence north 73 degrees, 52 minutes, 06 seconds west 290.81 feet; thence north 14 degree, 35 minutes, 20 seconds west 280.00 feet to the point of beginning.

EXHIBIT "B"

(Right-Of-Way for Commercial Drive)

DESCRIPTION: COMMERCIAL DRIVE

A PARCEL OF LAND IN SECTIONS 7 & 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF INTERSTATE ROUTE 95 WITH THE CENTERLINE OF STATE ROAD NO. 208; THENCE NORTH 73 DEGREES 56 MINUTES 00 SECONDS WEST, ON SAID CENTERLINE OF STATE ROAD NO. 208, A DISTANCE OF 1,466.66 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 00 SECONDS WEST, ON THE CENTERLINE ON AGRICULTURAL CENTER DRIVE, A 100 FOOT WIDTH RIGHT OF WAY, 1,190.02 FEET; THENCE SOUTH 73 DEGREES 52 MINUTES 06 SECONDS EAST 50.00 FEET TO THE POINT OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF SAID AGRICULTURAL CENTER DRIVE; THENCE CONTINUING SOUTH 73 DEGREES 52 MINUTES 06 SECONDS EAST 1,879.33 FEET; THENCE SOUTH 14 DEGREES 35 MINUTES 20 SECONDS EAST, ON THE WEST LINE OF A 60 FOOT WIDTH DRAINAGE EASEMENT AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF INTERSTATE ROUTE 95, A DISTANCE OF 94.14 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES 40 SECONDS WEST 60.00 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 60.00 FEET; THENCE ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 87 DEGREES 39 MINUTES 53 SECONDS, AN ARC LENGTH OF 91.80 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56 DEGREES 56 MINUTES 39 SECONDS AN ARC DISTANCE OF 49.69 FEET; THENCE NORTH 73 DEGREES 52 MINUTES 06 SECONDS WEST, TANGENT TO SAID CURVE, WITH RADIUS OF 50.00 FEET, A DISTANCE OF 1207.11 FEET; THENCE SOUTH 16 DEGREES 07 MINUTES 54 SECONDS WEST 7.88 FEET; THENCE NORTH 73 DEGREES 52 MINUTES 06 SECONDS WEST 545.88 FEET; THENCE NORTH 16 DEGREES 04 MINUTES 00 SECONDS EAST, ON SAID EAST RIGHT OF WAY LINE OF AGRICULTURAL CENTER DRIVE, 77.88 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D" TO RESOLUTION

This Instrument prepared
without opinion of title by:
John L. Whiteman, Esq
P.O. Box 3504
St. Augustine, FL 32085-3504

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT made and entered into this ____ day of _____, 2001, by and between **CHARLES R. USINA**, as Trustee of the **CHARLES R. USINA LIVING TRUST** u/t/a dtd September 12, 1992 (hereinafter referred to as "Assignor"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose post office address is 4020 Lewis Speedway, St. Augustine, Florida 32095 (hereinafter referred to as "Assignee"),

W I T N E S S E T H:

Assignor is the owner and holder of a certain non-exclusive drainage easement reserved unto Assignor in that certain Warranty Deed dated October 20, 1998, between Assignor, as Grantor, and **SUWANNEE RIVER LOG HOMES, INC.**, as Grantee, which deed is recorded in Official Records Book 1359, page 3, et seq., of the public records of St. Johns, County, Florida, and which drainage easement covers the real property described therein (hereinafter referred to as the "Drainage Easement").

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Assignor in hand paid by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and deliver unto the Assignee all of Assignor's right, title and interest in and to said Drainage Easement. This conveyance is subject to covenants, restrictions, and easements of record.

TO HAVE AND TO HOLD the same in perpetuity, and Assignor covenants with Assignee that it is lawfully seized of the Drainage Easement and that it has the right and legal authority to sell and convey the Drainage Easement. Assignee by the acceptance hereof does not acknowledge, incur, accept or agree to the assumption of any obligation for the construction or maintenance of the Drainage Easement.

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

Signed, sealed and delivered
in the presence of:

Name: _____

CHARLES R. USINA, as Trustee
of The Charles R. Usina Living
Trust u/t/a/ dtd September 12,
1992

Name: _____

Address: P.O. Box 162
St. Augustine, Fl 32085-
0162

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by CHARLES R. USINA, as Trustee of the CHARLES R. USINA LIVING TRUST u/t/a dtd September 12, 1992. CHARLES R. USINA is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"
(15 Foot Drainage Easement)

A parcel of land in Sections 7 & 8, Township 7 South, Range 29 East, St. Johns County, Florida, more fully described as follows:

Commencing at the intersection of the centerline of Interstate Route 95 with the centerline of State Road No. 208; thence north 73 degrees, 56 minutes, 00 seconds West, on said centerline of State Road No. 208, a distance of 1,466.66 feet; thence South 16 degrees 04 minutes 00 seconds West, on the centerline of Agricultural Center Drive, a 100 foot width right-of-way, 1,190.02 feet; thence south 73 degrees, 52 minutes, 06 seconds East 50.00 feet to a point on the east right-of-way line of said Agricultural Center Drive; thence continuing south 73 degrees, 52 minutes, 06 seconds East, on the north line of Commercial Drive, 1,766.69 feet to the point of beginning; thence north 16 degrees, 07 minutes, 54 seconds east 15.00 feet; thence south 73 degrees, 52 minutes, 06 seconds east 127.00 feet; thence south 14 degrees, 35 minutes, 20 seconds East 17.45 feet; thence north 73 degrees, 52 minutes, 06 seconds West, on said north line of Commercial Drive, 135.91 feet to the point of beginning.