



RESOLUTION NO. 2002- 82

**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 THE REQUIRED RIGHT-OF-WAY FOR THE HOLMES BOULEVARD EXTENSION.**

**RECITALS**

**WHEREAS,** St. Johns River Community College is the owner of certain property located East of Kenton Morrison Road and North and South of Four Mile Road and has agreed to convey a portion of their property to St. Johns County, as more particularly described in the Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the right-of-way required for the construction of the Holmes Boulevard Extension; and

**WHEREAS,** in consideration for said right-of-way the College has agreed to accept from St. Johns County an exchange parcel of property also described in attached Agreement; and

**WHEREAS,** upon obtaining the required right-of-way the exchange parcel will no longer be needed for County purposes and this exchange of property is in the best interest of the public; and

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

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

1. The above Recitals are incorporated herein as Findings of Fact.
2. The terms of the Agreement that are contained in the form attached hereto are hereby approved and execution by the County Administrator is authorized.
3. The Warranty Deed, the contents of which are contained in the form attached hereto as Exhibit "B", incorporated by reference and made a part hereof, conveying to St. Johns County the right-of-way parcel is hereby accepted and the Clerk is instructed to record the original Warranty Deed in the Public Records of St. Johns County, Florida

4. The County Deed, the contents of which are contained in the form attached hereto as Exhibit "C", incorporated by reference and made a part hereof, is hereby approved for execution by the Chairman of the Board and the Clerk is instructed to record the original County Deed in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 14<sup>th</sup> day of May, 2002.

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

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande

RENDITION DATE 5-16-02



Exhibit "A" to Resolution

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between ST. JOHNS RIVER COMMUNITY COLLEGE, (hereinafter "College"), whose address is 5001 St. Johns Avenue, Palatka, Florida 32177-3897, and ST. JOHNS COUNTY FLORIDA, a political subdivision of the State of Florida, (hereinafter "County"), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

**RECITALS:**

A. The County has prepared plans for the construction of the Holmes Boulevard Extension (hereinafter the "Project") which will enhance the health, safety and welfare of its citizens;

B. The College is the owner of a parcel of land located East of Kenton Morrison Road and North and South of Four Mile Road a portion of which is described on Exhibit "A", attached hereto incorporated by reference and made a part hereof and is needed for the proposed extension as a part of the project (hereinafter "Right-of-Way Parcel");

C. Upon completion of the project, there will be a surplus right-of-way adjacent to the College's property which will no longer be needed for County purposes, said property being more particularly described on Exhibit "B", attached hereto incorporated by reference and made a part hereof (hereinafter the "Surplus Parcel");

D. The parties are desirous of entering into an agreement whereby the College will convey to the County the Right-of-Way Parcel for the construction of the project and in exchange the County will convey to the College the Surplus Parcel.

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

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

2. **CONVEYANCE OF PROPERTY.** The College shall convey by Warranty Deed to the County the Right-of-Way Parcel free and clear of all encumbrances. The County shall convey title to the Surplus Parcel to the College 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 Parcels are in exchange for each other and have been advertised in accordance with Section 125.35, Florida Statutes.

3. **PERMITS.** County, shall, at County's sole cost and expense, obtain all permits necessary for the construction of the Project. The College agrees to cooperate with the County to the extent necessary in obtaining the Permits, provided however, should the College incur any fee or cost in providing any assistance to the County in acquiring the permits, the County shall reimburse the College for any such fee(s), or cost(s).

4. **DRAINAGE.** County represents and agrees that the design of the project will not adversely affect the drainage of the College's property or the Surplus Property. The ditches shall remain on Surplus Property as presently established.

5. **UTILITIES.** All existing utilities located on Surplus Property shall remain in place for a period not to exceed two years.

6. **CONSTRUCTION OF TURN LANES.** The County hereby agrees to design, permit and construct turn lanes and stub outs/curb cuts from Four Mile Road, and stub outs/ curb cuts for driveways on Homes Boulevard to facilitate the proposed College's Campus access roads in accordance with design of Campus Architect, Robert Goodwin when warranted.

7. **REPRESENTATIONS AND WARRANTIES BY THE COLLEGE.** College 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 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 Right-of-Way Parcel known to the College and the College has not received notice of any such violation.
- c. The College is the owner in fee simple of the Right-of-Way Parcel.

8. **REPRESENTATIONS AND WARRANTIES BY COUNTY.** County hereby represents and warrants to the College 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 the 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 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. **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 Project shall be borne solely by County.

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

11. **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.

12. **ENTIRE AGREEMENT; AMENDMENTS.** The parties hereto agree that the entire agreement between the parties with respect to the Project and the exchange of the Surplus Parcel for the 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 Right-of-Way Parcel and the Surplus Parcel.

13. **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 of any future matter.

14. **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.

15. **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 College: Melissa C. Miller, Esq.  
St. Johns River Community College  
5001 St. Johns Avenue  
Palatka, Florida 32177-3897

As to the County: Ben W. Adams  
County Administrator  
St. Johns County, Florida  
4020 Lewis Speedway  
St. Augustine, Florida 32084

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

16. **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.

17. **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.

18. **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 College.

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

**ST. JOHNS RIVER COMMUNITY COLLEGE**

\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_

**ST. JOHNS COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ben W. Adams  
County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Exhibit "A" to Agreement

PARCEL H (REVISED)

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1114, PAGE 840 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF KENTON MORRISON ROAD AS ESTABLISHED BY AFOREMENTIONED OFFICIAL RECORDS 1114, PAGE 840; THENCE NORTH  $00^{\circ}12'17''$  EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, THE SAME BEING THE EASTERLY LINE OF SAID OFFICIAL RECORDS 1114, PAGE 840, A DISTANCE OF 783.39 FEET; THENCE SOUTH  $89^{\circ}49'41''$  EAST A DISTANCE OF 1.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 3770.00 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $01^{\circ}13'45''$  EAST AND A CHORD DISTANCE OF 178.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $02^{\circ}37'22''$  EAST, A DISTANCE OF 327.33 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3870.20 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $01^{\circ}27'34''$  EAST AND A CHORD DISTANCE OF 157.16 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $70^{\circ}16'58''$  EAST A DISTANCE OF 65.03 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1824.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $58^{\circ}21'28''$  EAST AND A CHORD DISTANCE OF 753.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $46^{\circ}26'56''$  EAST A DISTANCE OF 199.16 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1724.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING OF SOUTH  $52^{\circ}56'41''$  EAST AND A CHORD DISTANCE OF 390.73 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $30^{\circ}26'50''$  WEST A DISTANCE OF 23.97 FEET; THENCE NORTH  $59^{\circ}33'53''$  WEST, ALONG THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD, A DISTANCE OF 532.59 FEET; THENCE NORTH  $46^{\circ}26'56''$  WEST A DISTANCE OF 74.38 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1724.00 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH  $58^{\circ}21'28''$  WEST AND A CHORD DISTANCE OF 717.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}16'58''$  EAST A DISTANCE OF 35.89 FEET TO THE



Exhibit "A" to Agreement

AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD; THENCE NORTH 59°30'53" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 58.20 FEET TO THE POINT OF BEGINNING. CONTAINING 2.89 ACRES, MORE OR LESS.

Exhibit "A" to Agreement

PARCEL I

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1114, PAGE 840 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF KENTON MORRISON ROAD AS ESTABLISHED BY AFOREMENTIONED OFFICIAL RECORDS 1114, PAGE 840; THENCE SOUTH 59°33'53" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1362.09 FEET; THENCE SOUTH 30°34'21" WEST A DISTANCE OF 49.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°26'49" WEST A DISTANCE OF 26.05 FEET TO A POINT ON A CURVE, SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1824.00 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 54°38'57" WEST AND A CHORD DISTANCE OF 305.53 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 59°32'23" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED FOUR MILE ROAD, A DISTANCE OF 304.41 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRES, MORE OR LESS.

Exhibit "A" to Agreement

PARCEL L

THE EASTERLY 34.00 FEET OF THE WESTERLY 100.00 FEET OF GOVERNMENT LOTS 12 AND 13, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTH OF FOUR MILE ROAD.

Exhibit "B" to Agreement

PARCEL K

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1114, PAGE 840 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF KENTON MORRISON ROAD AS ESTABLISHED BY AFOREMENTIONED OFFICIAL RECORDS 1114, PAGE 840; THENCE SOUTH 59°33'53" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 58.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 59°33'53" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 771.30 FEET; THENCE SOUTH 46°26'56" EAST A DISTANCE OF 122.58 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1824.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 48°06'11" EAST AND A CHORD DISTANCE OF 110.89 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°32'24" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED FOUR MILE ROAD, A DISTANCE OF 970.00 FEET; THENCE NORTH 00°16'52" WEST A DISTANCE OF 57.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.99 ACRES, MORE OR LESS.

Exhibit "B" to Resolution

Prepared By:  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**WARRANTY DEED**

**THIS WARRANTY DEED** made and executed the \_\_\_\_ day of \_\_\_\_\_, 2002,  
By **DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER COMMUNITY COLLEGE, FLORIDA**, a political subdivision of the State of Florida, whose address is 5001 St. Johns Avenue, Palatka, Florida 32177, hereinafter called the Grantor, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, 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:

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

**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 reserves the right to use the premises for one day a week and 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, 2001.

**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:

**DISTRICT BOARD OF TRUSTEES OF  
ST. JOHNS RIVER COMMUNITY  
COLLEGE, FLORIDA**

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

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

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

ATTEST:  
  
By: \_\_\_\_\_  
Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_ as Chairman and \_\_\_\_\_ as Secretary of the District Board of Trustees of St. Johns River Community College, Florida, on behalf of the Board of Trustees. They are personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

PARCEL H (REVISED)

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1114, PAGE 840 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF KENTON MORRISON ROAD AS ESTABLISHED BY AFOREMENTIONED OFFICIAL RECORDS 1114, PAGE 840; THENCE NORTH  $00^{\circ}12'17''$  EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, THE SAME BEING THE EASTERLY LINE OF SAID OFFICIAL RECORDS 1114, PAGE 840, A DISTANCE OF 783.39 FEET; THENCE SOUTH  $89^{\circ}49'41''$  EAST A DISTANCE OF 1.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 3770.00 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $01^{\circ}13'45''$  EAST AND A CHORD DISTANCE OF 178.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $02^{\circ}37'22''$  EAST, A DISTANCE OF 327.33 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3870.20 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $01^{\circ}27'34''$  EAST AND A CHORD DISTANCE OF 157.16 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $70^{\circ}16'58''$  EAST A DISTANCE OF 65.03 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1824.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH  $58^{\circ}21'28''$  EAST AND A CHORD DISTANCE OF 753.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $46^{\circ}26'56''$  EAST A DISTANCE OF 199.16 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1724.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE A CHORD BEARING OF SOUTH  $52^{\circ}56'41''$  EAST AND A CHORD DISTANCE OF 390.73 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $30^{\circ}26'50''$  WEST A DISTANCE OF 23.97 FEET; THENCE NORTH  $59^{\circ}33'53''$  WEST, ALONG THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD, A DISTANCE OF 532.59 FEET; THENCE NORTH  $46^{\circ}26'56''$  WEST A DISTANCE OF 74.38 FEET TO A POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1724.00 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE. A CHORD BEARING OF NORTH  $58^{\circ}21'28''$  WEST AND A CHORD DISTANCE OF 717.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $00^{\circ}16'58''$  EAST A DISTANCE OF 35.89 FEET TO THE

Exhibit "A" to Warranty Deed

AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD; THENCE NORTH 59°33'53" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 58.20 FEET TO THE POINT OF BEGINNING, CONTAINING 2.89 ACRES, MORE OR LESS.



Exhibit "A" to Warranty Deed

PARCEL I

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1114, PAGE 840 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF KENTON MORRISON ROAD AS ESTABLISHED BY AFOREMENTIONED OFFICIAL RECORDS 1114, PAGE 840; THENCE SOUTH 59°33'53" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1362.09 FEET; THENCE SOUTH 30°34'21" WEST A DISTANCE OF 49.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 30°26'49" WEST A DISTANCE OF 26.05 FEET TO A POINT ON A CURVE, SAID CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1824.00 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 54°38'57" WEST AND A CHORD DISTANCE OF 305.53 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 59°32'23" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED FOUR MILE ROAD, A DISTANCE OF 304.41 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRES, MORE OR LESS.

Exhibit "A" to Warranty Deed

PARCEL L

THE EASTERLY 34.00 FEET OF THE WESTERLY 100.00 FEET OF  
GOVERNMENT LOTS 12 AND 13, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29  
EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTH OF FOUR MILE ROAD.

Exhibit "C" to Resolution

This Instrument Prepared By:  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32084

**COUNTY DEED**

**THIS DEED**, made without warranty of title or warranty of method of conveyance, this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter "Grantor", to **ST. JOHNS RIVER COMMUNITY COLLEGE**, a political subdivision of the State of Florida, whose address is c/o Melissa Miller, Esq., 5001 St. Johns Avenue, Palatka, Florida 32177, 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")**

**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.

**RESERVING UNTO THE GRANTOR**, its successors and/or assigns an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals and metals that are may be in, on, or under the said land and an undivided one-half interest in all petroleum that is or may be in, or on, or under said land with the privilege to mine and develop the same.

**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: \_\_\_\_\_  
James E. Bryant, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

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

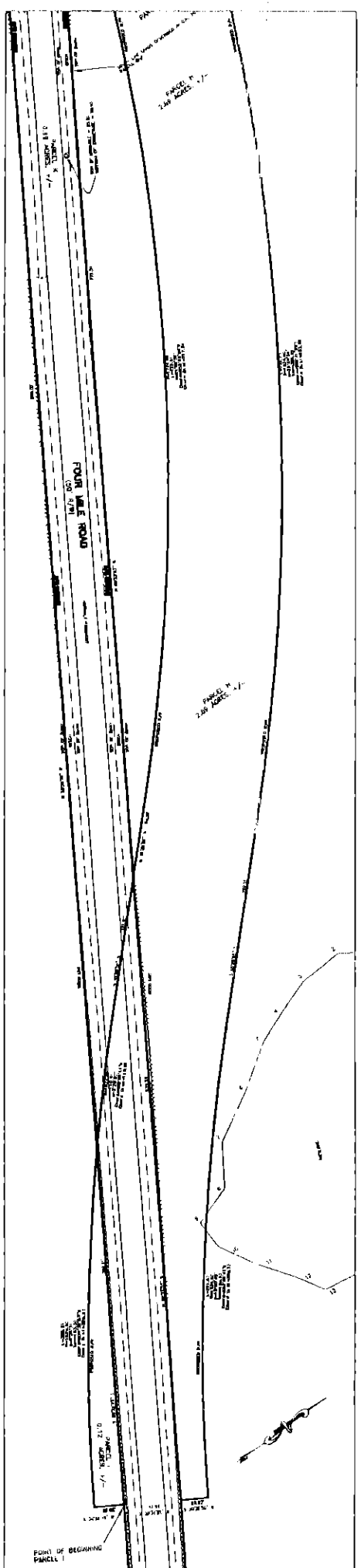
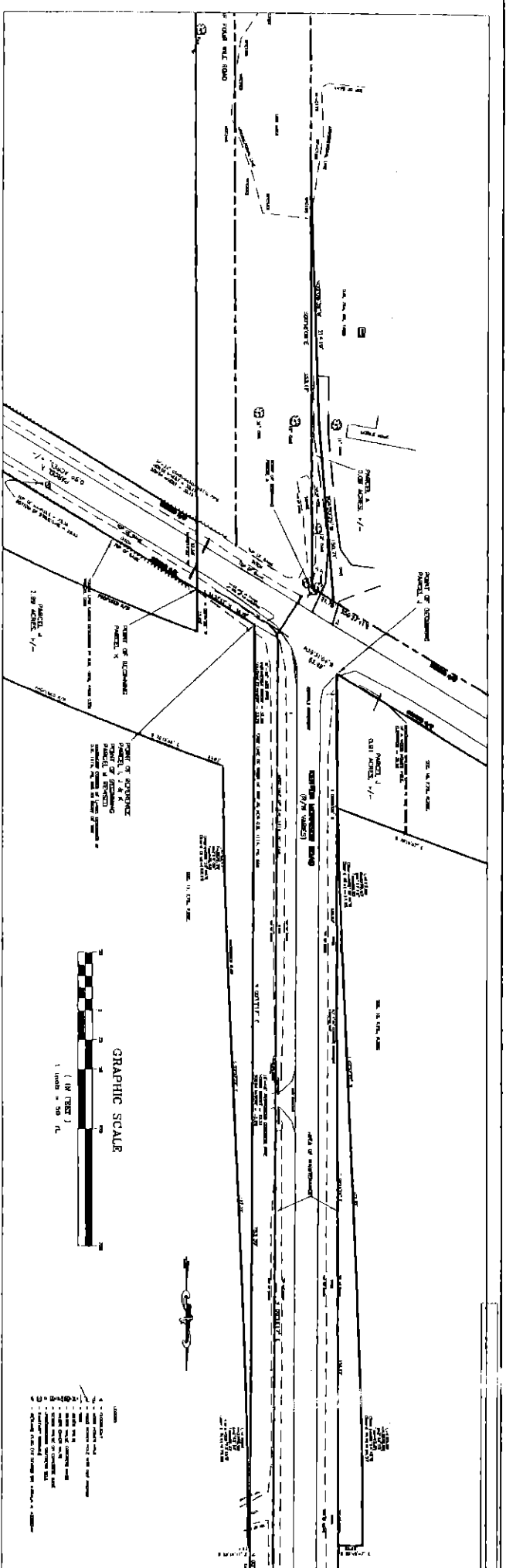
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by James E. Bryant, Chairman of the Board of County Commissioners of St. Johns County, Florida, on behalf of the Board, who is personally known to me.

\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_

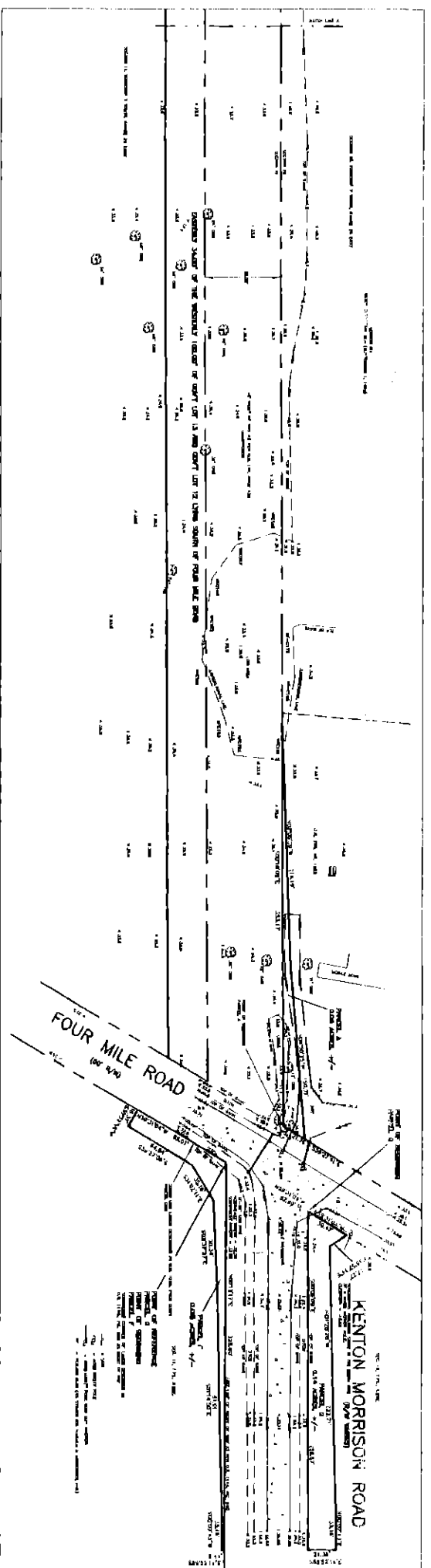
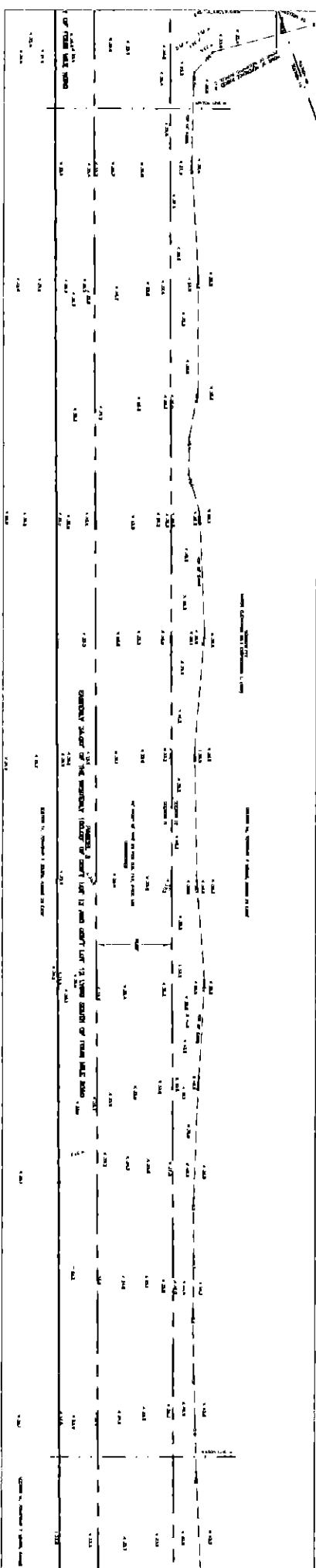
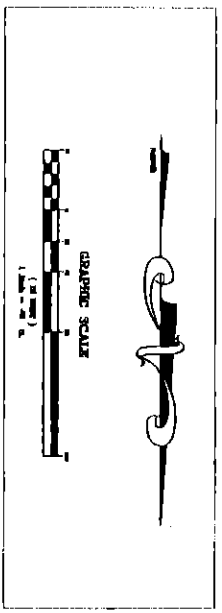
Exhibit "A" to County Deed

PARCEL K

A PART OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 1114, PAGE 840 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FOUR MILE ROAD AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF KENTON MORRISON ROAD AS ESTABLISHED BY AFOREMENTIONED OFFICIAL RECORDS 1114, PAGE 840; THENCE SOUTH 59°33'53" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 58.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 59°33'53" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 771.30 FEET; THENCE SOUTH 46°26'56" EAST A DISTANCE OF 122.58 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1824.00 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 48°06'11" EAST AND A CHORD DISTANCE OF 110.89 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°32'24" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED FOUR MILE ROAD, A DISTANCE OF 970.00 FEET; THENCE NORTH 00°16'52" WEST A DISTANCE OF 57.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.99 ACRES, MORE OR LESS.



<p>THIS PLAN SHOWS THE LOCATION OF THE PROPOSED ROAD AND THE ADJACENT LANDS. THE ADJACENT LANDS ARE SHOWN BY DASHED LINES. THE PROPOSED ROAD IS SHOWN BY A SOLID LINE. THE ROAD IS 40 FEET WIDE AND 40 FEET DEEP. THE ROAD IS TO BE CONVEYED TO THE STATE OF FLORIDA BY DEED. THE DEED IS TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF ST. JOHNS, FLORIDA. THE DEED IS TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF ST. JOHNS, FLORIDA. THE DEED IS TO BE FILED IN THE PUBLIC RECORDS OF THE COUNTY OF ST. JOHNS, FLORIDA.</p>	<p>DATE: 11/11/2011          TIME: 10:00 AM          PROJECT: 11/11/2011          DRAWN BY: J. J. JONES          CHECKED BY: J. J. JONES          SCALE: AS SHOWN          SHEET NO. 1 OF 1</p>
<p>ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT          SURVEYING AND MAPPING/GIS DIVISION          4000 LYNDS DRIVE - P.O. BOX 148          ST. AUGUSTINE, FLORIDA 32084          PHONE (904) 825-2466</p>	<p>HOLLERS BOUNDARY NORTH          TOPOGRAPHIC SURVEY          SHEET 1 OF 1          P.E. NUMBER 220</p>



**ST. JOHNS COUNTY, FLORIDA**  
**SURVEYING AND MAPPING**  
 ADDY LARSEN SURVEYOR - P.O. BOX 345  
 ST. AUGUSTINE, FLORIDA 32080  
 Phone: (904) 825-3455 FAX: (904) 825-3455

**HOLLAND BODIYARD NORTH**  
**TOPOGRAPHIC SURVEY**

DATE: 11/11/2011  
 SHEET 1 OF 2

