

RESOLUTION NO. 2004- 72

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 AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE APPROVED COUNTY DEED, PROVIDING ST. JOHNS COUNTY WITH A LIFE GUARD COMPLEX AT THE BEACH AND ST. AUGUSTINE BEACH WITH PROPERTY TO EXPAND THEIR PUBLIC WORKS COMPLEX ON MIZELL ROAD.

RECITALS

WHEREAS, the City of St. Augustine Beach is the owner of certain property located adjacent to the County Pier and has agreed to convey a portion of their property to St. Johns County, as more particularly described in the Quit Claim Deed attached hereto as Exhibit "A", incorporated by reference and made a part hereof, along with an ingress/egress easement of approximately 15' along the southern property line to provide southerly access, for use as a County Life Guard Complex; and

WHEREAS, in consideration for said property, the City of St. Augustine Beach is requesting from St. Johns County an exchange parcel of property described in attached County Deed, Exhibit "B", for expansion of the City of St. Augustine Beach Public Works Complex on Mizell Road; and

WHEREAS, St. Johns County and St. Augustine Beach will be responsible for surveying their respective parcel of interest; and

WHEREAS, St. Johns County will install an antennae at the newly acquired County Life Guard Complex to facilitate rescue operations and communications; 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:

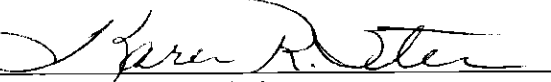
1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.
2. The Quit Claim Deed, in the form attached hereto as Exhibit "A", incorporated by reference and made a part hereof, conveying to St. Johns County the Life Guard Complex parcel is hereby accepted and the Clerk is

instructed to record the original Quit Claim Deed in the Public Records of St. Johns County, Florida.


3. The County Deed, in the form attached hereto as Exhibit "B", 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 13th day of April, 2004.

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

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

RENDITION DATE April 16, 2004

Exhibit A to Resolution

This instrument prepared by:
St. Johns County Real Estate Division
4020 Lewis Speedway,
St. Augustine, Florida 32084.

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2004, between **CITY OF ST. AUGUSTINE BEACH**, a Florida municipal corporation, whose mailing address is 2200 A1A South, St. Augustine, Florida, 32080, party of the first part, and **ST. JOHNS COUNTY**, whose mailing address is P.O. Drawer 349, St. Augustine, Florida, 32085-0349.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

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

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behalf of the said party of the second part.

SUBJECT TO the following terms and conditions, which the Grantee, accepting this deed, agrees to comply with:

1. The property shall be used for governmental purposes only.
2. The property cannot be traded for other property or sold and if the Grantee should find no use for the property in the future, the Grantor, its successors and assigns, shall have the right to buy the property back for the same amount purchased.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered
In the presence of:

**CITY OF ST. AUGUSTINE BEACH,
FLORIDA**, a municipal corporation

By: _____
Frank Charles, Mayor

Witness
Printed Name: _____

Witness
Printed Name: _____

Witness
Printed Name: _____

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **FRANK CHARLES**, who is personally known to me and is the person described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in St. Johns County, State of Florida, this _____ day of _____, 2004.

Notary Public, State of Florida

Exhibit A to Quitclaim Deed

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER to reach an equitable exchange, and will be further defined by Boundary Survey to be provided by St. Johns County and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.

Exhibit B to Resolution

This Instrument Prepared By:
Michael Hunt, Esq.
Deputy 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 _____, 2004, 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 32084, hereinafter "Grantor", to the City of St. Augustine Beach, whose address is 2200 State Road A1A South, St. Augustine Beach, FL 32080 herinafter "Grantee".

WITNESSETH that the said Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his or her heirs and assigns forever, 7.945 acres located westerly and south of the existing City of St. Augustine Beach Public Works Complex to be further defined by survey and being in St. Johns County, Florida:

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

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

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 or 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.

SUBJECT TO the following terms and conditions, which the Grantee, accepting this deed, agrees to comply with:

1. The property shall be used for governmental purposes only.
2. The property cannot be traded for other property or sold and if the Grantee should find no use for the property in the future, the Grantor, its successors and assigns, shall have the right to buy the property back for the same amount purchased.

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 Chair of the Board, the day and year aforesaid.

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

BY: _____
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Karen R. Stern, Chair 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: _____

Exhibit A to County Deed

The exact configuration and boundaries of "The Property" will be mutually agreed to by the SELLER and BUYER to reach an equitable exchange, and will be further defined by Boundary Survey to be provided by the City of St. Augustine Beach and by reference made a part hereof. In the event, the SELLER and BUYER cannot mutually agree upon the exact configuration and boundaries of "The Property" this contract will be deemed null and void, and SELLER and BUYER shall be relieved of and from any and all further obligation to one another.