

RESOLUTION NO. 2012-97

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CERTAIN PURCHASE AGREEMENTS FOR THE CR210/I-95 ROADWAY IMPROVEMENT PROJECT.**

**RECITALS**

**WHEREAS**, the property owners, Bruce and Carla Urff, have executed and presented to the County Purchase Agreements for fee simple property and a Temporary Construction Easement, attached hereto as Exhibits "A" and "B," incorporated by reference and made a part hereof; and

**WHEREAS**, the owner has agreed to sell the fee simple property for \$204,532.00 and \$1,400.00 for the temporary easement, identified by Prosser Hallock Planners & Engineers as needed for the project; and

**WHEREAS**, per Resolution No. 2008-326, the Board of County Commissioners approved and joined in with the Transportation Regional Incentive Program (TRIP) Agreement executed by the State of Florida Department of Transportation (FDOT) which provides that FDOT and St. Johns County each share one-half of the cost of the roadway improvement project, pursuant to Florida Statute 339.2819; and

**WHEREAS**, this Phase of the project includes acquisition of 50 parcels for the widening of CR210/I95 to accommodate dual turn lanes and dual through lanes and ultimate six-lane traffic; and

**WHEREAS**, these represent the 33<sup>rd</sup> and 34<sup>th</sup> of 50 parcels required for this Capital Improvement Project which is funded jointly with FDOT TRIP funds and St. Johns County 2006 Transportation Bond; and

**WHEREAS**, it is in the best interest of the County to acquire this property in order to move forward with the needed roadway improvements.

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

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms of the Purchase Agreements and authorizes the County Administrator, or designee, to execute the

original Purchase Agreements and take all steps necessary to move forward to close this transaction.

**Section 3.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk is instructed to file the original Purchase Agreements in the Clerk's Office.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3<sup>rd</sup> day of April, 2012.

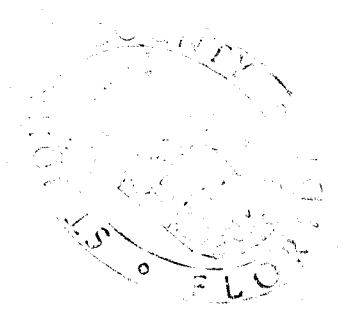
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 4/5/12



ST. JOHNS COUNTY REAL ESTATE DIVISION  
STATEMENT OF OFFER

RIGHT OF WAY

DISTRICT NO.: FDOT District #2  
STATE ROAD NO.: SR 9/I-95/CR 210  
COUNTY: St. Johns  
PARCEL NO.: 026390-0040 (130 Part "A" and "B")  
COUNTER OFFER

Dear Mr. and Mrs. Urff:

Your counter offer of \$204,532.00, as received by Mr. Bruce Humphrey, is hereby accepted by St. Johns County, for the strip of property as described in the legal description, Exhibit "A" to the Purchase Agreement.

The interest being acquired in your property is: fee simple

There are no buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired.

You are further advised that, due to the counter offer you submitted, the County's counter offer of just compensation for the property required for the construction of this facility is based on an amount in addition to the Fair Market Value of the property, which is above that of the approved appraised value of the property.

The following represents a summary of the County's counter offer to you and the basis therefore:

Land	\$ <u>204,532.00</u>
Improvements	\$ <u>0.00</u>
Real Estate Damages	\$ <u>0.00</u>
Total	\$ <u>204,532.00</u>

This statement of offer is not a contract; you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the County's Representative who contacted you, Cecelia Aldrich at 209-0786. If that representative is not readily available, please contact: Debbie Taylor at 209-0796.

Yours very truly,

Cecelia Aldrich  
Real Estate Coordinator  
St. Johns County

[Signature]  
Legal Review

West. Mail 7099 3400 0007  
Delivered By 4329 5329

[Signature]  
Receipt Acknowledged By

[Signature]  
Type or Print Name

Cecelia Aldrich  
Type or Print Name

Bruce W. Urff  
Type or Print Name

3/1/12  
Date

3/1/12  
Date

3-8-12  
Date

Please sign and return this page in the enclosed envelope.



### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Exhibit "A"** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Exhibit "A"** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Exhibit "A"** shall be conveyed to Buyer by conveyance instruments(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086,(904) 797- 4777, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement.
- There is not an addendum to this agreement.



**ADDITIONAL SIGNATURES**

SELLERS(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

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## EXHIBIT "A"

### PARCEL 130 PART "A" (FEE SIMPLE RIGHT OF WAY)

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1222, PAGE 421 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 02°12'06" EAST, ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 752.71 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, (AN 80 FOOT RIGHT OF WAY PER PLAT OF WINGFIELD GLEN AS RECORDED IN MAP BOOK 43, PAGES 47 THROUGH 56 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND A POINT ON A CURVE; THENCE NORTHEASTERLY, DEPARTING SAID EASTERLY LINE OF GOVERNMENT LOT 5, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9190.01 FEET, THROUGH A CENTRAL ANGLE OF 01°13'36", AN ARC DISTANCE OF 36.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°52'29" EAST, 36.37 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°59'17" EAST, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, A DISTANCE OF 237.76 FEET TO A TRANSITION BETWEEN THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND THE SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG SAID TRANSITION RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 82°51'09", AN ARC DISTANCE OF 43.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°26'17" WEST, 39.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57°49'15" WEST, DEPARTING SAID RIGHT OF WAY TRANSITION, A DISTANCE OF 362.88 FEET; THENCE NORTH 32°12'39" WEST, A DISTANCE OF 12.50 FEET TO THE SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210; THENCE NORTH 57°49'15" EAST, ALONG SAID SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 210, A DISTANCE OF 338.52 FEET TO THE SAID TRANSITION BETWEEN THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE COUNTY ROAD NO. 210 AND THE WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY TRANSITION AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 54°18'53", AN ARC DISTANCE OF 28.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°58'42" EAST, 27.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,445 SQUARE FEET, MORE OR LESS.

### PARCEL 130 PART "B" (FEE SIMPLE RIGHT OF WAY)

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1222, PAGE 421 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 02°12'06" EAST, ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 752.71 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, (AN 80 FOOT RIGHT OF WAY PER PLAT OF WINGFIELD GLEN AS RECORDED IN MAP BOOK 43, PAGES 47 THROUGH 56 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND A POINT ON A CURVE; THENCE NORTHEASTERLY, DEPARTING SAID EASTERLY LINE OF GOVERNMENT LOT 5, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9190.01 FEET, THROUGH A CENTRAL ANGLE OF 01°13'36", AN ARC DISTANCE OF 36.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°52'29" EAST, 36.37 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°59'17" EAST, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, A DISTANCE OF 97.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08°58'49" EAST, DEPARTING SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, A DISTANCE OF 49.90 FEET; THENCE NORTH 13°58'40" EAST, A DISTANCE OF 55.26 FEET; THENCE NORTH 81°27'45" WEST, A DISTANCE OF 1.95 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 31.54 FEET, THROUGH A CENTRAL ANGLE OF 102°24'17", AN ARC DISTANCE OF 56.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°39'53" WEST, 49.17 FEET; THENCE SOUTH 57°49'15" WEST, A DISTANCE OF 318.35 FEET; THENCE NORTH 32°12'39" WEST, A DISTANCE OF 9.36 FEET; THENCE NORTH 57°49'15" EAST, A DISTANCE OF 362.88 FEET TO A TRANSITION BETWEEN THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND THE SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG SAID TRANSITION BETWEEN THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE COUNTY ROAD NO. 210 AND THE WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 82°51'09", AN ARC DISTANCE OF 43.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°26'17" EAST, 39.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 14°59'17" WEST, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE OF LEO MAGUIRE ROAD, A DISTANCE OF 140.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,284 SQUARE FEET, MORE OR LESS.







**III. Conditions and Limitations**

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records of arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Exhibit "A"** until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Exhibit "A"** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Exhibit "A"** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Exhibit "A"** shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

**IV. Closing Date**

The closing will occur no later than 120 days after Final Agency Acceptance.

The closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, (a) ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, Florida 32086, (904) 797- 4777, on or before one hundred twenty (120) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

**V. Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page 5 is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

**Seller(s)**

**Buyer**

Bruce W. Urff 3-8-12  
Signature Date

St. Johns County, Florida

Bruce W. Urff  
Bruce W. Urff

BY: \_\_\_\_\_  
Signature Date

Carla M. Urff 3-8-12  
Signature Date

\_\_\_\_\_  
Type or print name and title

Carla M. Urff  
Carla M. Urff

**VII. Final Agency Acceptance**

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or print name and title

Legal Review: [Signature] 3/1/12  
Date

Patrick McCormick  
Type or print name and title County Attorney

**ADDITIONAL SIGNATURES**

SELLERS(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

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## EXHIBIT "A"

### PARCEL 730 PART "A" (TEMPORARY CONSTRUCTION EASEMENT)

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1222, PAGE 421 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 138 SQUARE FEET, MORE OR LESS.

### PARCEL 730 PART "B" (TEMPORARY CONSTRUCTION EASEMENT)

A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, (ALSO BEING A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1222, PAGE 421 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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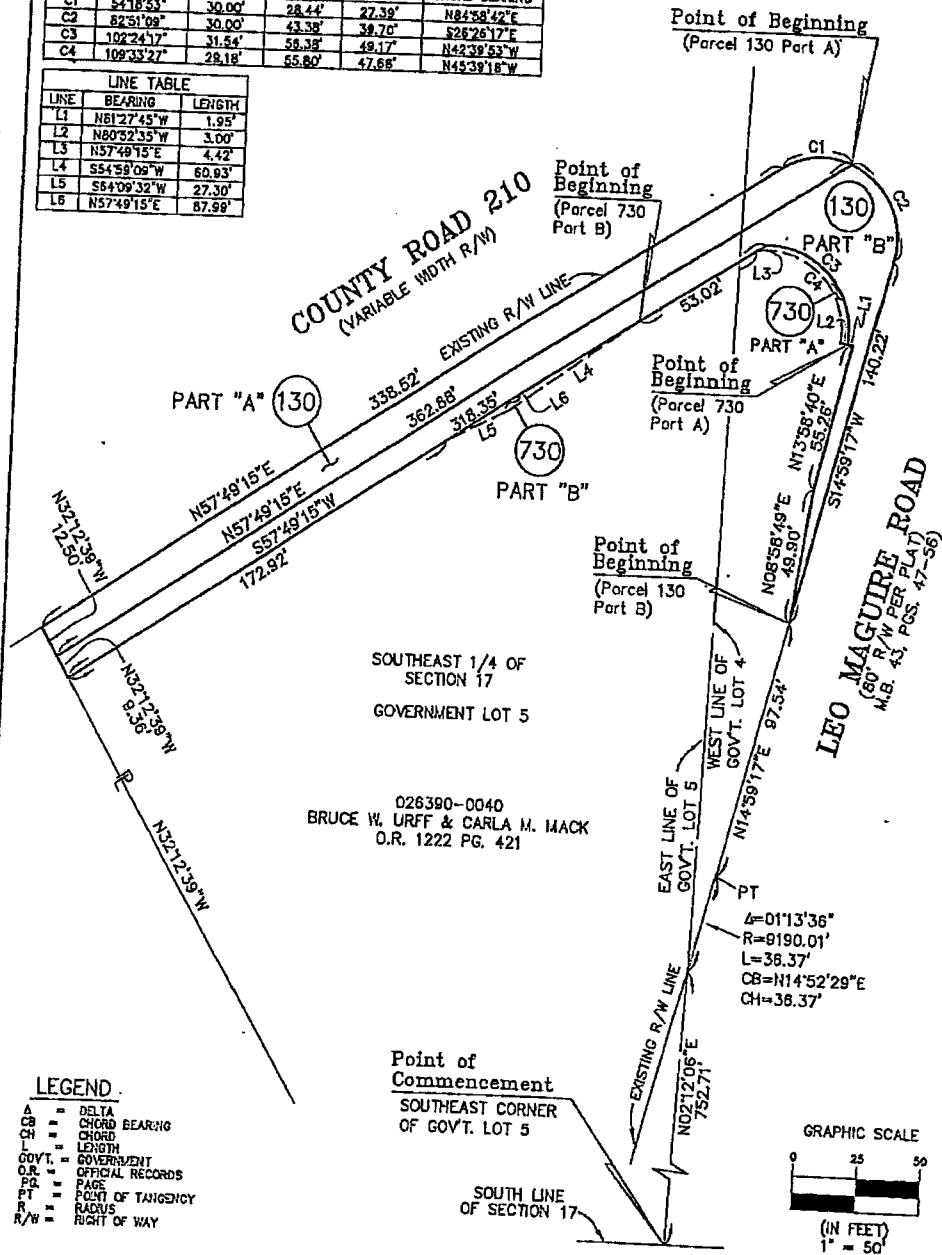
CONTAINING 133 SQUARE FEET, MORE OR LESS.

# SKETCH AND LEGAL DESCRIPTION OF

A PART OF SECTION 17, TOWNSHIP 5, SOUTH, RANGE 28 EAST  
ST. JOHNS COUNTY, FLORIDA

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	54°18'53"	30.00'	28.44'	N84°58'42"E
C2	82°31'09"	30.00'	43.38'	S26°26'17"E
C3	102°24'17"	31.54'	58.38'	N42°39'53"W
C4	109°33'27"	28.18'	55.80'	N49°39'18"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°27'45"W	1.95'
L2	N80°52'35"W	3.00'
L3	N57°49'15"E	4.42'
L4	S54°59'06"W	60.93'
L5	S54°09'32"W	27.30'
L6	N57°49'15"E	87.98'



### GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AS N 02°12'05" E. (STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, HAD 1983 1990 NGS ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE ATTACHED DESCRIPTION.

SHEET 1 OF 3

NO.	DATE	DESCRIPTION	BY
1	05-14-10	REVISE PARCEL 130A AND PARCEL 130B & 130C	JES

JOB NO. 2008-811-8

DRAFTER JES

P.C. N/A

F.B. N/A PG. N/A

SCALE 1"=50'

DATE MAY 14, 2010

CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID, (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*Dennis E. Elswick*

DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3630 CROWN POINT ROAD  
 JESSICVILLE, FLORIDA 32257  
 (904) 268-2703  
 WWW.CLARYASSOC.COM

**Addendum to Purchase Agreement**

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **Bruce W. Urff and Carla M. Urff**, whose address is 2928 Plummer Cove Road, Jacksonville, as Grantor and **St. Johns County**, a political subdivision of the State of Florida,, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

**WITNESSTEH**, that for and in consideration of the sum of One Thousand Four Hundred Dollars and 00/100 (\$1,400.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property located in St. Johns County, Florida, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

It is understood and agreed by the parties hereto that the rights granted herein shall terminate when the project is complete, but in no event should extend beyond December 31, 2015, unless the Grantor provides express written permission to extend the duration of this Temporary Construction Easement. In any event, the property will be put back to its original or better condition when the project is complete.

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

Signed, sealed and delivered in  
our presence as Witnesses:

**GRANTORS:**

Print Witness Name: \_\_\_\_\_

\_\_\_\_\_  
**Bruce W. Urff**

Print Witness Name: \_\_\_\_\_

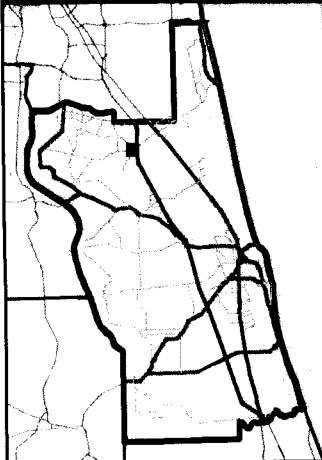
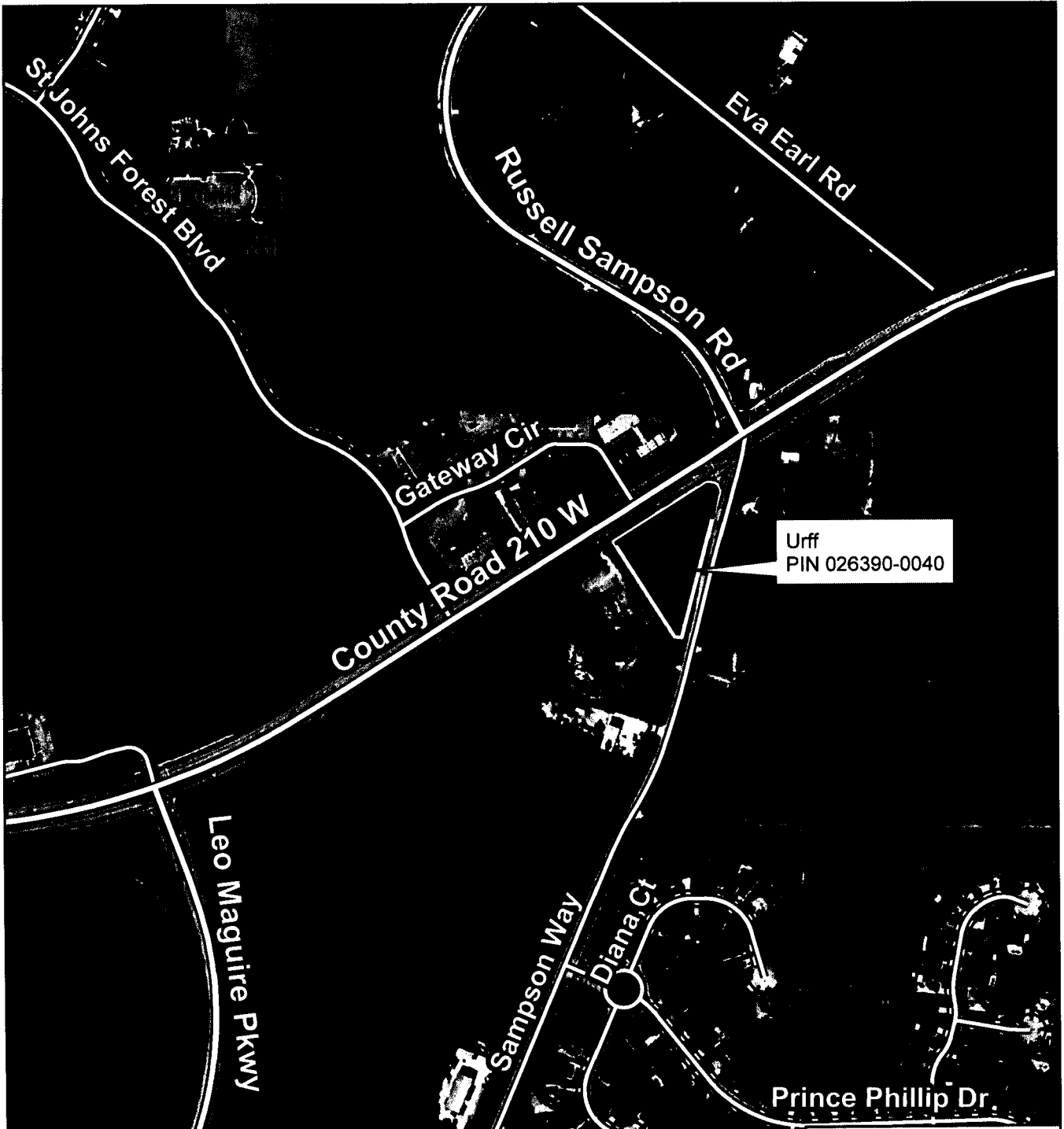
\_\_\_\_\_  
**Carla M. Urff**

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

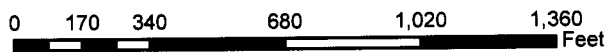
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by **Bruce W. Urff and Carla M. Urff**, who are personally known to me, or have produced \_\_\_\_\_ as identification.

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





**Phase II - CR 210 at I-95  
Roadway Improvement Project  
Parcel #130 A&B, 730 A&B**



**2010 Aerial Imagery**

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
January 25, 2012  
(904) 209-0786

**DISCLAIMER.**  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.