

RESOLUTION NO. 89- 118

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF CERTAIN PROPERTY NECESSARY FOR THE WIDENING OF LEWIS POINT ROAD IN ST. JOHNS COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter called "County," has received an offer to sell certain property necessary for the County's widening of Lewis Point Road in St. Johns County, Florida, from ALFRED O. BONATI, and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said ALFRED O. BONATI upon the terms and conditions contained therein, a copy of such proposed Contract being attached hereto.

NOW, THEREFORE, be it RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The County accepts the aforementioned Contract as offered by ALFRED O. BONATI upon the terms and conditions contained therein.

Section 2. By its acceptance of such proposed Contract, the County agrees:

a. To pay only the following costs involved in the purchase of said property from ALFRED O. BONATI:

i. Title Insurance.

ii. Cost of preparation of the Deed.

iii. Cost of recording the Deed.

iv. Any other charges which may be levied necessary to the recording of the Deed.

v. Attorneys' fees in the amount of \$1,500 agreed to be paid pursuant to the Contract.

Section 3. That the purchase of the subject lands pursuant to the Contract with ALFRED O. BONATI eliminates

the costs, including payment of the property owner's expert witness fees and attorney's fees, that would be charged to the County if title were obtained by condemnation. The purchase price as set forth in said contract thus represents all compensation to be paid to ALFRED O. BONATI, including the purchase price of the property to be acquired by the County, attorney's fees, and any other costs not specifically enumerated in Section 2.a. hereof.

Section 4. The Chairman of the Board of County Commissioners, St. Johns County, Florida, and the Clerk of the Circuit Court for St. Johns County, ex-officio Clerk of the Board of County Commissioners, St. Johns County, Florida, or his designated Deputy Clerk, be, and they are hereby, authorized and directed to duly execute the original of such Contract.

Section 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 13th day of June, A. D., 1989.

ST. JOHNS COUNTY, FLORIDA

By: *Ray Walden*
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

ATTEST:

Carl "Bud" Martel
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida



C O N T R A C T

THIS AGREEMENT made and entered into this 13th day of June, A. D., 198⁹, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and ALFRED O. BONATI.

W I T N E S S E T H:

WHEREAS, the County proposes to widen Lewis Point Road a portion of which will cross a portion of the properties of the Seller, and

WHEREAS, the County is desirous of purchasing, on a negotiated basis, the property rights necessary for the widening of said Lewis Point Road and Seller is desirous of selling upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and County shall buy, for the purchase price hereinafter set forth, all that real proper described as follows:

Property described in Exhibit "A" attached hereto and made a part hereof.

2. The purchase price of the property rights to be acquired shall be \$45,000.

3. Conveyance shall be by a good and sufficient warranty deed which shall convey the property in fee simple. The County shall have 30 days to make such examination of title as it deems appropriate and shall advise the Seller, in writing, of any defects of title or exceptions thereto and Seller shall have 15 days thereafter to clear such defects or exceptions and to close. The full purchase price shall be paid at the time of closing.

4. It is understood and agreed that the County shall pay for the cost of preparation of the deed, recording

of the deed and any other charges which may be levied necessary to the recording of the deed.

5. The County agrees that it will pay to Seller's attorneys, Psetas & Economou, the sum of \$1,500 for their services rendered to Seller in the preliminary negotiations for the acquisition of the subject property, which sum shall be in addition to the above mentioned purchase price. Such attorneys' fees shall be paid at the time of closing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first written above.

Signed, sealed and delivered ST. JOHNS COUNTY, FLORIDA
in the presence of:

Connie E. McDaniel
Witness as to County

By: Harry Walden
Chairman

Rosemary Jones
Witness as to County

ATTEST:
Paul "Bud" Manfell
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida

"County"

George P. [Signature]
Witness as to Seller

ALFRED O. BONATI

Heba Bisola
Witness as to Seller

"Seller"

A Part of Government Lots 1 and 8, Section 31, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference, commence at the Southeast corner of land described in Official Records Volume 656, page 1055 of the current Public Records of said county, thence South 00 degrees 27 minutes 00 seconds West, along the Westerly right-of-way line of U.S. 1 (a 200 foot right-of-way as now established) a distance of 954.92 feet to a point of intersection between the Westerly right-of-way of U.S. 1 and the proposed Northerly right-of-way of Lewis Point Road (a 100 foot right-of-way as proposed); thence South 89 degrees 37 minutes 07 seconds West, along said proposed Northerly right-of-way line, a distance of 609.18 feet to a point of curvature of a curve concave Northerly and having a radius of 2801.49 feet; thence along the arc of said curve, a distance of 273.05 feet, having a central angle of 05 degrees 35 minutes 04 seconds, and a chord bearing of North 87 degrees 35 minutes 21 seconds West, and a chord distance of 272.94 feet to the Point of Beginning; thence South 00 degrees 16 minutes 25 seconds West, a distance of 74.37 feet to a point on the Northerly right-of-way line of existing Lewis Point Road; thence North 81 degrees 16 minutes 55 seconds West along said existing Northerly right-of-way line, a distance of 286.00 feet to an angle point; thence continue along said existing Northerly right-of-way line, North 62 degrees 37 minutes 37 seconds West, a distance of 26.80 feet to a Point of Intersection of said existing Northerly right-of-way with the Easterly right-of-way line of Moultrie Road (a 66 foot right-of-way as now established); thence North 00 degrees 22 minutes 29 seconds East, along said Easterly right-of-way line, a distance of 53.73 feet; thence South 83 degrees 18 minutes 16 seconds East along said proposed Northerly right-of-way line, a distance of 235.52 feet to the Point of Curvature of a curve concave Northerly and having a radius of 2801.49 feet; thence along the arc of said curve, a distance of 72.98 feet, having a central angle of 01 degrees 29 minutes 33 seconds and having a chord bearing of South 84 degrees 03 minutes 03 seconds East, and a chord distance of 72.97 feet to the Point of Beginning. Containing 0.476 acres more or less.

and

A part of Government Lots 1 and 8, Section 31, Township 7 South, Range 30 East, St. Johns County, Florida being more particularly described as follows: For a point of reference commence at the Southeast corner of land described in Official Records Volume 656, page 1055 of the current Public Records of said county; thence South 00 degrees 27 minutes 00 seconds West, along the Westerly right-of-way line of U.S. 1 (a 200 foot right-of-way as now established), a distance of 954.92 feet to a point of intersection between the Westerly right-of-way of U.S. 1 and the proposed Northerly right-of-way of Lewis Point Road (a 100 foot right-of-way as proposed); thence South 89 degrees 37 minutes 07 seconds West along said proposed Northerly right-of-way line a distance of 609.18 feet to a Point of Curvature of a curve concave Northerly and having a radius of 2801.49 feet; thence along the arc of said curve a distance of 346.03 feet, having a central angle of 7 degrees 04 minutes 37 seconds and a chord bearing of North 86 degrees 50 minutes 34 seconds West and a chord distance of 345.81 feet to the P.T. of said curve; thence North 83 degrees 18 minutes 16 seconds West along the proposed

Northerly right-of-way line, 223.52 feet to the Point of Beginning; thence continue North 83 degrees 18 minutes 16 seconds West, 12.00 feet to the existing Easterly right-of-way line of Moultrie Road (as now established for a 66 foot right-of-way line); thence North 00 degrees 22 minutes 29 seconds East along said East line, 30.79 feet; thence South 20 degrees 00 minutes 00 seconds East, 34.26 feet to the Point of Beginning. Said parcel contains ±184 square feet or ±0.004 acres.

Together with all rights of access, light, air and view between such property being acquired by the County and the remaining lands of the Seller.