

RESOLUTION NO. 90-98

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, the St. Johns County School Board during its special meeting of May 11, 1990, approved the purchase of the Ponte Vedra Middle School on the site offered by the 800-Acre Investment Partnership, and

WHEREAS, a major factor in the approval to purchase this site was the opportunity for the St. Johns County School Board and St. Johns County Recreation Department to jointly develop a 10.95-acre community park sharing facilities ("Park Site"), and

WHEREAS, to meet the requirements stated on page 183 of The Plantation at Ponte Vedra PUD Ordinance R-PUD 84-35, the developer of The Plantation at Ponte Vedra caused a Warranty Deed for a ten-acre parcel (site No. 1) to be delivered to St. Johns County, and

WHEREAS, on May 1, 1986, the developer of The Plantation at Ponte Vedra caused a Warranty Deed for a 400-foot wide waterfront parcel (site No. 2) to be delivered to St. Johns County as a substitute for site No. 1, and

WHEREAS, said Warranty Deeds for site Nos. 1 and 2 were never accepted and recorded by St. Johns County, and

WHEREAS, the contract for purchase of said Ponte Vedra Middle School site requires the 800-Acre Investment Partnership to offer a deed to the County for the Park Site so long as the Warranty Deed for site Nos. 1 and 2 are returned, and

WHEREAS, the County Recreation Director has reviewed the preliminary plan for the combined School/Park Campus, and

WHEREAS, the 800-Acre Investment Partnership as owner, has tendered a WARRANTY DEED for Park Site dated this 21st day of May, 1990, to the Board of County Commissioners of St. Johns County, Florida conveying to the County the Park Site land described thereon.

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

Section 1. The above described Warranty Deed of the Park Site is hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring construction or maintenance on the subject property by the County.

Section 2. The Clerk is instructed to file the Title Search and to record the Warranty Deed in the official records of St. Johns County at county expense.

Section 3. The Warranty Deed for site No. 1, the ten-acre Park Site offered to the County, shall be returned to the 800-Acre Investment Partnership upon recording of the Deed for the 10.95-acre Park Site.

Section 4. The Warranty Deed for site No. 2, the waterfront property offered to the County, shall be returned to the 800-Acre Investment Partnership upon recording of the Deed for the 10.95-acre Park Site.

ADOPTED BY THE Board of County Commissioners of St. Johns County, Florida, this 22nd day of May, 1990.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Donald A. Knud*
Vice Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: *Amy B. Mulligan*
Deputy Clerk



WARRANTY DEED

THIS INDENTURE, made this 21ST day of May, 1990, between **800 ACRE INVESTMENT PARTNERSHIP**, a Florida general partnership, grantor, and **THE COUNTY OF ST. JOHNS, FLORIDA**, grantee, whose address is Clerk of Circuit Court, St. Johns County, Florida;

W I T N E S S E T H:

That the said grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said grantee, its heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Said property to be used for public recreational park purposes. If any part of the property herein dedicated shall not be used and maintained for public recreational park purposes, or if any part ceases to be used and maintained for any such purposes, or if any part be used for any other purpose inconsistent with such purposes, then all the right, title, and interest in and to the property and to the improvements thereon, shall revert to and revest in grantor, or its heirs or assigns, as fully and completely as if this instrument had not been executed.

Subject to easements, covenants and restrictions of record and ad valorem property taxes accruing subsequent to December 31, 1989.

And the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Property Appraiser's Parcel I.D. # 068390

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed in its name by its General Partner the day and year first above written.

Signed, sealed and delivered in the presence of:

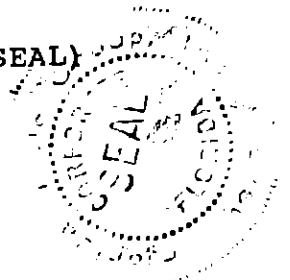
800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, by and through its general partner:

BY: Florida Title Group, Inc., a Florida corporation

By: W.M. Brannen
W.M. Brannen, Vice President

Sandra C. McGuire
Joyce L. Casey

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 21st day of May, 1990, by W.M. Brannnen, the Vice President of Florida Title Group, Inc., a Florida corporation, the general partner of 800 ACRE INVESTMENT PARTNERSHIP, a Florida general partnership, on behalf of the corporation and general partnership.

John L. Coary
Notary Public

Notary Public, State of Florida
My Commission Expires Sept. 6, 1991

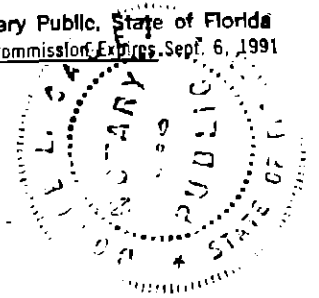


EXHIBIT "A"

A parcel of land being a Section of 42, The Andres Papy Grant, Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the intersection of Sections 9, 16 and 42, of said Township 4 South, Range 29 East; thence North 30°12'44" West, 905.87 feet to the POINT OF BEGINNING; thence continue North 30°12'44" West, 860.82 feet to an intersection with the North line of said Section 42 (also being the South line of Palm Valley Gardens Unit Five, as recorded in Map Book 5, Page 72 of the Public Records of, St. Johns County, Florida); thence South 85°29'59" West, along last said line, a distance of 806.87 feet, to an intersection with the East line Palm Valley Wood Estates, as recorded in Map Book 13, Pages 27 and 28 of said Public Records; thence South 12°09'23" East, along last said line, a distance of 298.00 feet; thence North 85°29'59" East, 444.93 feet; thence South 51°38'36" East, 436.88 feet; thence South 30°00'17" East, 342.11 feet; thence North 56°39'04" East, 80.03 feet; thence South 12°09'23" East, 407.34 feet; thence North 77°50'37" East, 30.00 feet; thence North 04°08'57" East, 492.38 feet to the POINT OF BEGINNING.

Containing 10.95 acres, more or less in area

EXEMPTION FROM SHARED MAINTENANCE AGREEMENT

WHEREAS, THE 800 ACRE INVESTMENT PARTNERSHIP (hereinafter referred to as "Partnership") has agreed to convey certain property to St. Johns County to be used for recreational park purposes; and

WHEREAS, said property shall utilize the drainage ditch owned by Partnership for its natural drainage of surface water; and

WHEREAS, it was contemplated that users of said drainage ditch would execute a Shared Maintenance Agreement pursuant to that certain Drainage Easement and Shared Maintenance Agreement ("Agreement") recorded in Official Records Volume 723, Page 661 of the Current Public Records of St. Johns County, Florida; and

WHEREAS, Partnership has agreed to exempt St. Johns County, as owner of the said park property, from the obligations of said Shared Maintenance Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by St. Johns County to Partnership, Partnership hereby agrees to allow St. Johns County to discharge surface water drainage into said drainage ditch without the obligations of paying a connection fee or Shared Maintenance Fee as contemplated by the Agreement.

IN WITNESS WHEREOF, the Partnership has executed this Agreement this 21ST day of MAY, 1990.

THE 800 ACRE INVESTMENT PARTNERSHIP, a Florida General Partnership

WITNESSES:

By and Through Florida Title Group, Inc., Its Managing Partner

Sandra C. Musgrave
Joyce L. Casey

By: W.M. Brannen
Its: V.P. President

STATE OF FLORIDA
COUNTY OF

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W.M. Brannen as Vice President of Florida Title Group, Inc., the Managing Partner of THE 800 ACRE INVESTMENT PARTNERSHIP, on behalf of the Partnership.

WITNESS my hand and official seal in said County and State this 21ST day of May, 1990.

Joyce L. Casey
Notary Public, State of Florida
My Commission Expires: Sept. 6, 1992
Notary Public, State of Florida
My Commission Expires Sept. 6, 1992
