

RESOLUTION NO. 93 -170

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO DRAINAGE EASEMENTS AND AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF PROPERTY NECESSARY FOR STORMWATER RETENTION AS REQUIRED FOR ROAD IMPROVEMENTS AT THE INTERSECTION OF STATE ROAD 312 AND COUNTY ROAD 5A.

WHEREAS, St. Johns County, Florida, a political subdivision of the State of Florida, has received an offer to sell certain property and has been granted two easements necessary for the construction of a stormwater retention pond as required for road improvements at the intersection of State Road 312 and County Road 5A; and

WHEREAS, it is in the public interest for the County to acquire the property and easements, more fully described in the copy of the Contract attached hereto, incorporated by reference, and made a part hereof.

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

Section 1. That the County accepts the aforementioned Contract and Easements upon the terms and conditions contained therein.

Section 2. That the County Administrator is hereby authorized to execute the Contract on behalf of the Board of County Commissioners of St. Johns County, Florida.

Section 3. That the Clerk is instructed to file the Title Insurance and to record the Deed and Easements in the official records of St. Johns County.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 9 day of November, 1993.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Linda Balsavage
its Chair, Linda Balsavage

ATTEST: Carl "Bud" Markel, Clerk

By: Wonne Carter
Deputy Clerk



C O N T R A C T

THIS AGREEMENT made and entered into this 9th day of November, A. D., 1993, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and W. W. O'CONNELL, hereinafter called "Seller."

W I T N E S S E T H :

WHEREAS, the County is desirous of purchasing, on a negotiated basis a portion of the properties owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the County to acquire ownership of the property as more fully described in Exhibit "A", attached hereto incorporated by reference and made a part hereof, for the purpose of constructing a stormwater retention pond as required for road improvements at the intersection of County Road 5A and State Road 312.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and the County shall buy, for the purchase price hereinafter set forth, all that real estate as described in Exhibit "A".

2. The purchase price of the Property to be acquired by the County shall be \$40,000.00.

3. Conveyance of the Property shall be by good and sufficient warranty deed which shall convey the property in fee simple. The County shall have thirty (30) days from the date of this contract 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 fifteen (15) days from the date of such notice to clear such defects or exceptions and to close. The purchase price shall be paid at the time of closing.

4. This Contract will be contingent upon the County acquiring the two easements from adjoining property owners as described in Exhibit "B", attached hereto, incorporated by reference and made a part hereof, necessary for the installation and maintenance of the drainage pipes into and out of the retention pond.

5. The Seller agrees to grant the County temporary use of his adjoining property for access for installation of proposed retention pond.

6. It is understood and agreed that the County shall pay for title insurance and 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.

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

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Witness as to County

BY: _____
Nicholas M. Meiszer
County Administrator
P. O. Drawer 349
St. Augustine FL 32085

Witness as to County

May A. B...

Witness as to Seller

SELLER
W. W. O'Connell

W. W. O'Connell
Address: *988 Catalina Rd*
St Aug FL 32086

James J. ...

Witness as to Seller

EXHIBIT A-1

A part of the Southeast 1/4 of Section 25, Township 7 South, Range 29 East, together with a part of Section 30, Township 7 South, Range 30 East, St. Johns County, Florida. Being a part of those lands described in Official Records Book 388, Page 195 of the Public Records of said County, and more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 25; thence South 80 degrees 21' 43" East along the South line of those lands described in Official Record Book 99, Page 349, a distance of 48.34 feet to the East line of said Section 30; thence South 00 degrees 26' 35" East along said East line, a distance of 452.35 feet to the Point of Beginning; thence South 89 degrees 33' 25" West, a distance of 100.00 feet; thence South 00 degrees 26' 35" East, a distance of 300.00 feet; thence North 89 degrees 33' 25" East, a distance of 100 feet; thence North 00 degrees 26' 35" West along the aforementioned East line of Section 30, a distance of 300.00 feet to the Point of Beginning and Point of Terminus; Containing 30,000 square feet, or, 0.689 acres, more or less.

The Northerly fifteen (15) feet of the following described property:

A parcel of land in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, containing 0.29 acres more or less and being more fully described as follows: Commencing at the Southeast corner of that land described in deed recorded in Official Records book 245 page 983, public records of said County, thence south 9 degrees 29 minutes west on the west right of way line of State Road No. 5-A, said right of way line being 33 feet westerly from the center line of said road, 540 feet to the point of beginning at the northeast corner of the herein described parcel of land, thence continuing south 9 degrees 29 minutes west, on said right of way line, 100 feet, thence north 80 degrees 31 minutes west 118.50 feet; thence north 00 degrees 32 minutes 43 seconds west, on the west line of said Section 41, a distance of 101.55 feet, thence south 00 degrees 31 minutes east 136.21 feet to the point of beginning.

The Southerly fifteen feet of the following described property:

A parcel of land in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, containing 0.25 acres more or less and being more fully described as follows: Commencing at the Southeast corner of that land described in deed recorded in Official Records Book 245, Page 983, public records of said County; thence South 9 degrees 29 minutes West, on the West right of way line of State Road No. -5A, said right of way line being 33 feet Westerly from the center line of said road, 640 feet to the point of beginning at the Northeast corner of the herein described parcel of land; thence continuing South 9 degrees 29 minutes West, on said right of way line, 100 feet, thence North 80 degrees 77 minutes West 100.89 feet; thence North 00 degrees 52 minutes 41 seconds West, on the West line of said Section 41, a distance of 101.55 feet; thence South 80 degrees 31 minutes East 118.52 feet to the point of beginning.

DRAINAGE EASEMENT

THIS GRANT OF EASEMENT is made as of 9-10, 1993, by and between DONNA JEAN L. SCARPITTI, whose address is 3809 Hickory Lane, St. Augustine, Florida, 32086, ("Grantor"), and THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, whose address is P. O. Box 349, St. Augustine, Florida, 32085-0349, Attn: County Administrator, ("Grantee").

W I T N E S S E T H :

Grantor, for One thousand five hundred dollars, (\$1,500.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual easement and right to construct, install, operate, maintain, repair and improve underground drainage pipes under and through the property owned by the Grantor more particularly described on Exhibit A, attached hereto, incorporated by reference and made a part hereof. The payment for this easement is to compensate Grantor for the expenses incurred acquiring the public water supply.

Grantor reserves for itself and its successors and assigns the right to use the easement area for all purposes that do not interfere with the easement rights granted herein, including without limitation the right to maintain landscaping within the easement area. By acceptance of this Drainage Easement Grantee agrees for itself and its successors and assigns to promptly restore the surface of the land to its condition existing prior to any construction, maintenance or repair by Grantee, including without limitation the replacement of all landscaping plants and materials. Grantee further agrees to diligently complete any construction or maintenance activities so as to minimize the interference with Grantor's use of the easement area and adjacent property.

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

Mary A. Blount
Mary Ann Blount
Print Name SUSAN DARZELOONA
Susan Darzelona
CONSTANCE M LEWIS

Donna Jean L. Scarpitti
Donna Jean L. Scarpitti
P. O. Box 3248
St. Augustine FL 32085-3248

Print Name _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my
commission expires: 12-11-93.

THE FOREGOING INSTRUMENT was acknowledged before me on
9-10-93, 1993, by Donna Jean L. Scarpitti, who
is personally known to me or who has produced
as identification and she did / did
not take an oath.

Linda W. Nipper
Notary Public, State of Florida

Print Name: Linda W. Nipper

Seal

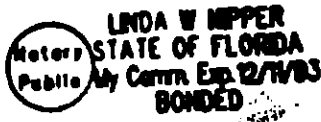


EXHIBIT "A"

The Northerly fifteen (15) feet of the following described property:

A parcel of land in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, containing 0.29 acres more or less and being more fully described as follows: Commencing at the Southeast corner of that land described in deed recorded in Official Records book 245 page 983, public records of said County, thence south 9 degrees 29 minutes west on the west right of way line of State Road No. 5-A, said right of way line being 33 feet westerly from the center line of said road, 540 feet to the point of beginning at the northeast corner of the herein described parcel of land, thence continuing south 9 degrees 29 minutes west, on said right of way line, 100 feet, thence north 80 degrees 31 minutes west 118.50 feet; thence north 00 degrees 32 minutes 43 seconds west, on the west line of said Section 41, a distance of 101.55 feet, thence south 00 degrees 31 minutes east 136.21 feet to the point of beginning.

DRAINAGE EASEMENT

THIS GRANT OF EASEMENT is made as of Sept 16, 1993, by and between JOHN T. ADAMS and SALLY L. ADAMS, his wife, whose address is 620 Wildwood Drive, St. Augustine, Florida, 32086-5808, ("Grantor"), and THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, whose address is Post Office Box 349, St. Augustine, Florida, 32085-0349, Attn: County Administrator, ("Grantee").

W I T N E S S E T H :

Grantor, for One thousand five hundred dollars, (\$1,500.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual easement and right to construct, install, operate, maintain, repair and improve underground drainage pipes under and through the property owned by the Grantor more particularly described on Exhibit A, attached hereto, incorporated by reference and made a part hereof. The payment for this easement is to compensate Grantor for expenses incurred acquiring the public water supply.

Grantor reserves for itself and its successors and assigns the right to use the easement area for all purposes that do not interfere with the easement rights granted herein, including without limitation the right to maintain landscaping within the easement area. By acceptance of this Drainage Easement Grantee agrees for itself and its successors and assigns to promptly restore the surface of the land to its condition existing prior to any construction, maintenance or repair by Grantee, including without limitation the replacement of all landscaping plants and materials. Grantee further agrees to diligently complete any construction or maintenance activities so as to minimize the interference with Grantor's use of the easement area and adjacent property.

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR

Claire E. Fay

John T. Adams

Print Name CLAIRE E. FAY

John T. Adams
620 Wildwood Drive
St. Augustine FL 32086-5808

Tertha Reddin

Sally L. Adams

Print Name TERTHA REDDIN

Sally L. Adams
620 Wildwood Drive
St. Augustine FL 32086-5808

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my
commission expires: July 8, 1994.

THE FOREGOING INSTRUMENT was acknowledged before me on
16, September, 1993, by John T. Adams and Sally L.
Adams, his wife, who are personally known to me or who have
produced _____ as identification and they did
/ did not take an oath.



ANGELA CABRERA
My Comm Exp. 7/08/96
Bonded By Service Ins
No. CC213507

Personally Known Other I.D.

Angela Cabrera
Notary Public, State of Florida

Print Name: Angela Cabrera

EXHIBIT "A"

The Southerly fifteen feet of the following described property:

A parcel of land in Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, containing 0.25 acres more or less and being more fully described as follows: Commencing at the Southeast corner of that land described in deed recorded in Official Records Book 245, Page 983, public records of said County; thence South 9 degrees 29 minutes West, on the West right of way line of State Road No. -5A, said right of way line being 33 feet Westerly from the center line of said road, 640 feet to the point of beginning at the Northeast corner of the herein described parcel of land; thence continuing South 9 degrees 29 minutes West, on said right of way line, 100 feet, thence North 80 degrees 77 minutes West 100.89 feet; thence North 00 degrees 52 minutes 41 seconds West, on the West line of said Section 41, a distance of 101.55 feet; thence South 80 degrees 31 minutes East 118.52 feet to the point of beginning.