

RESOLUTION 93-- 50

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

Approving the Execution of a Certain Contract for the Purchase of Certain Property more fully described in the Contract attached hereto, necessary for additional land required for the Permitting and Operation of the County Waste Water Treatment Plant.

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 additional land required for the permitting and operation of the County Waste Water Treatment Plant, from Zbigniew I. Dyke and Antonia Kalina S. Dyke, his wife, hereinafter called "Seller"; and

WHEREAS, the County is desirous of accepting the proposed Contract attached hereto, incorporated by reference, and made a part hereof, executed by Seller upon the terms and conditions contained therein.

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

Section 1. That the County approves the aforementioned Contract by Zbigniew I. Dyke and Antonia Kalina S. Dyke, his wife, 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 in the official records of St. Johns County at County expense.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 23rd day of March, 1993.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BY: [Signature] Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: [Signature] Deputy Clerk



C O N T R A C T

THIS AGREEMENT made and entered into this 23rd day of March, 1993, by and between the Board of County Commissioners of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter designated as "County", and Zbigniew I. Dyke and Antonia Kalina S. Dyke, his wife, hereinafter designated as "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, both real and personal as described in Exhibit "A" and highlighted on Exhibit "B", which exhibits are attached hereto, incorporated by reference, and made a part hereof, for additional land required for the permitting and operation of the County Waste Water Treatment Plant.

NOW, THEREFORE, in consideration of the mutual benefits, promises and consideration herein set forth, it is mutually agreed as follows:

1. Seller shall sell and the County shall buy, for the purchase price of \$55,000.00 all the property both real and personal as described in Exhibit "A" and highlighted on Exhibit "B".

2. 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. Closing will be on or before March 31, 1993. Seller agrees to give full, complete and actual possession of the Property to the County on the day of closing.

3. It is understood and agreed that the County shall pay for title insurance, cost of preparation of the deed, documentary stamps on the deed, recording of the deed, and any other charges which may be levied necessary to the recording of the deed. Property taxes will be prorated at time of closing.

4. It is understood and agreed that Seller will remove all empty drums and debris now existing on the property. Seller assures that no oil, petroleum, or chemical liquids or solids, liquid or gaseous products, or other hazardous or toxic substances, within the definition of any applicable federal, state or local statute or regulation (singularly and/or collectively a "Hazardous Substance"), are now stored or otherwise located or been released on the Property described above, to the best of Seller's knowledge. There are no underground storage tanks, sumps, or other buried, partially buried or surface storage facilities now or previously used to treat, store, dispose of, recycle or otherwise handle any Hazardous Substance, to the best of Seller's knowledge. Seller has not sent or received any notice, inquiry or other correspondence to or from any governmental authorities or from any other person with respect to any release of any Hazardous Substance onto any portion of the Property; and no portion of the Property is now being used nor in the past has been used for the handling, storage, transportation or disposal of any Hazardous Substance. No endangered species or species of special concern of plant or animal life inhabit the Property and Seller has not sent or received any notice, inquiry or other correspondence to or from any governmental authorities or from any other person with respect to the presence of any such species of plant or animal life inhabiting any portion of the Property. There are no archaeological significant remains located on or under the Property and Seller has not sent or received any notice, inquiry or correspondence to or from any governmental authorities or from any other person with respect to the presence of archaeological significant remains on any portion of the Property.

5. No representation or warranty made by Seller in this Contract contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6. All buildings, structures and improvements shall be, at the Closing, in the condition and state of repair as the same are at the date of this Contract, ordinary wear and tear excluded.

7. No person or entity is entitled to any brokerage commission, finder's fee or similar compensation in connection with the execution and delivery of this Contract or the consummation of the transactions herein contemplated.

8. Notices required to be sent to the County under this Contract shall be sent c/o Mr. Nicholas M. Meiszer, County Administrator, P. O. Drawer 349, St. Augustine, Florida 32085-0349.

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

Signed, sealed and delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

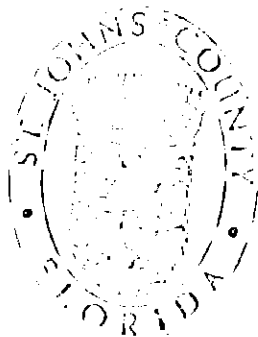
Yvonne Carter
Print Name Yvonne Carter
AMY BENNETT
Print Name AMY BENNETT

BY: Nicholas M. Meiszer
Nicholas M. Meiszer
County Administrator
P. O. Drawer 349
St. Augustine FL 32085-0349

Dated: MAR 3 1 1993

Diane K. Boyce
Print Name Diane K. Boyce
Mary Ann Blount
Print Name Mary Ann Blount
Diane K. Boyce
Print Name Diane K. Boyce
Mary Ann Blount
Print Name Mary Ann Blount

"SELLER"
Zbigniew I. Dyke
Zbigniew I. Dyke
36 Carrera Street
St. Augustine FL 32084
Antonia Kalina Dyke
Antonia Kalina S. Dyke
36 Carrera Street
St. Augustine FL 32084
Dated: 3-8-93



A parcel of land in the Southeast 1/4 of Section 9, Township 7 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

From the Southwest corner of U.S. Government Lot 3 of said Section 9, run North 89 degrees 35 minutes 17 seconds East, along the North line of the Southeast 1/4 of said Section 9, for a distance of 533.23 feet to the Point of Beginning of the parcel of land hereinafter (said Point of Beginning being on the East right of way line of a 60 foot wide roadway); thence continue North 89 degrees 35 minutes 17 seconds East along the North line of the Southeast 1/4 of said Section 9, for a distance of 968.55 feet, more or less, to the Northeast corner of the "DUPONT PARCEL" as recprded om Pffocoa; Recprds Bppl 430, page 18, of the public records of St. Johns County, Florida; thence run South 0 degrees 41 minutes 06 seconds East along the East line of said Official Records Book 430, page 18 parcel, for a distance of 224.79 feet to a point; thence run South 89 degrees 35 minutes 17 seconds West, for a distance of 969.29 feet to a point on the East right of way line of aforementioned 60 foot wide roadway; thence run North 0 degrees 29 minutes 46 seconds West, along the East right of way line of said 60 foot wide roadway, for a distance of 224.79 feet to the Point of Beginning.

SUBJECT to an easement for drainage and utilities on the North and East 30 feet of the above described parcel.

TOGETHER WITH:

A 60 foot width strip of land in Government Lot 3 and in the Southeast quarter of Section 9, Township 7 South, Range 29 East, St. Johns County, Florida; for ingress and egress said strip of land being more fully described as follows;

Commencing at the Southwest corner of said Government Lot 3; thence North 89 degrees 35 minutes 17 seconds East, on the South line of said Governemtn Lot 3, a distance of 473.23 feet to a point on the West line of the herein described strip of land; thence North 00 degrees 29 minutes 46 seconds West, on said West line of strip of land. 1,386.53 feet to the South right of way line of State Road No. 16, a 200 width right of way; thence North 89 degrees 34 minutes 44 seconds East, on said South line of right of way for State Road No. 16, a distance of 60.00 feet; thence South 00 degrees 29 minutes 46 seconds East, on the East line of the herein described strip of land. 1611.32 feet; thence due West, parallel with the South line of said Section 9, a distance of 60.00; thence North 00 degrees 29 minutes 46 seconds West, on the West line of the herein described strip of land 224.79 feet to the Point of Beginning.

TOGETHER WITH:

Metal building Approximately 20'4" x 20'4" and adjoining covered concrete pad approximately 20'4" x 14'6"
Pole shed with sheetmetal roof approximately 48' x 13'

SEE 4E

NOTE: In accordance with the
existing records, the section
name between Sec. 9 & 10 and
Sec. 28 & 29 is as follows:
No. 16
No. 17
No. 18
No. 19
No. 20
No. 21
No. 22
No. 23
No. 24
No. 25
No. 26
No. 27
No. 28
No. 29
No. 30
No. 31
No. 32
No. 33
No. 34
No. 35
No. 36
No. 37
No. 38
No. 39
No. 40

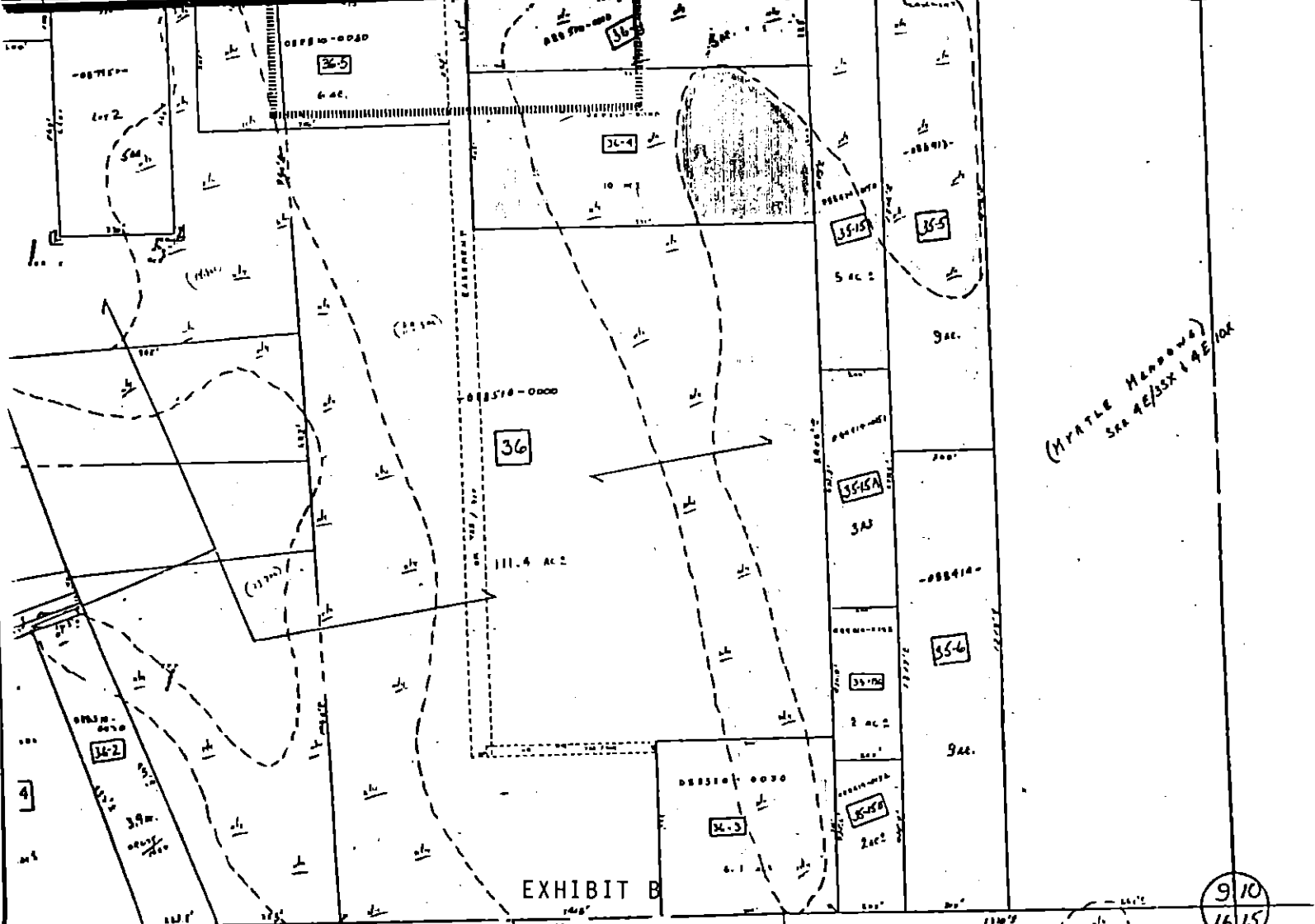
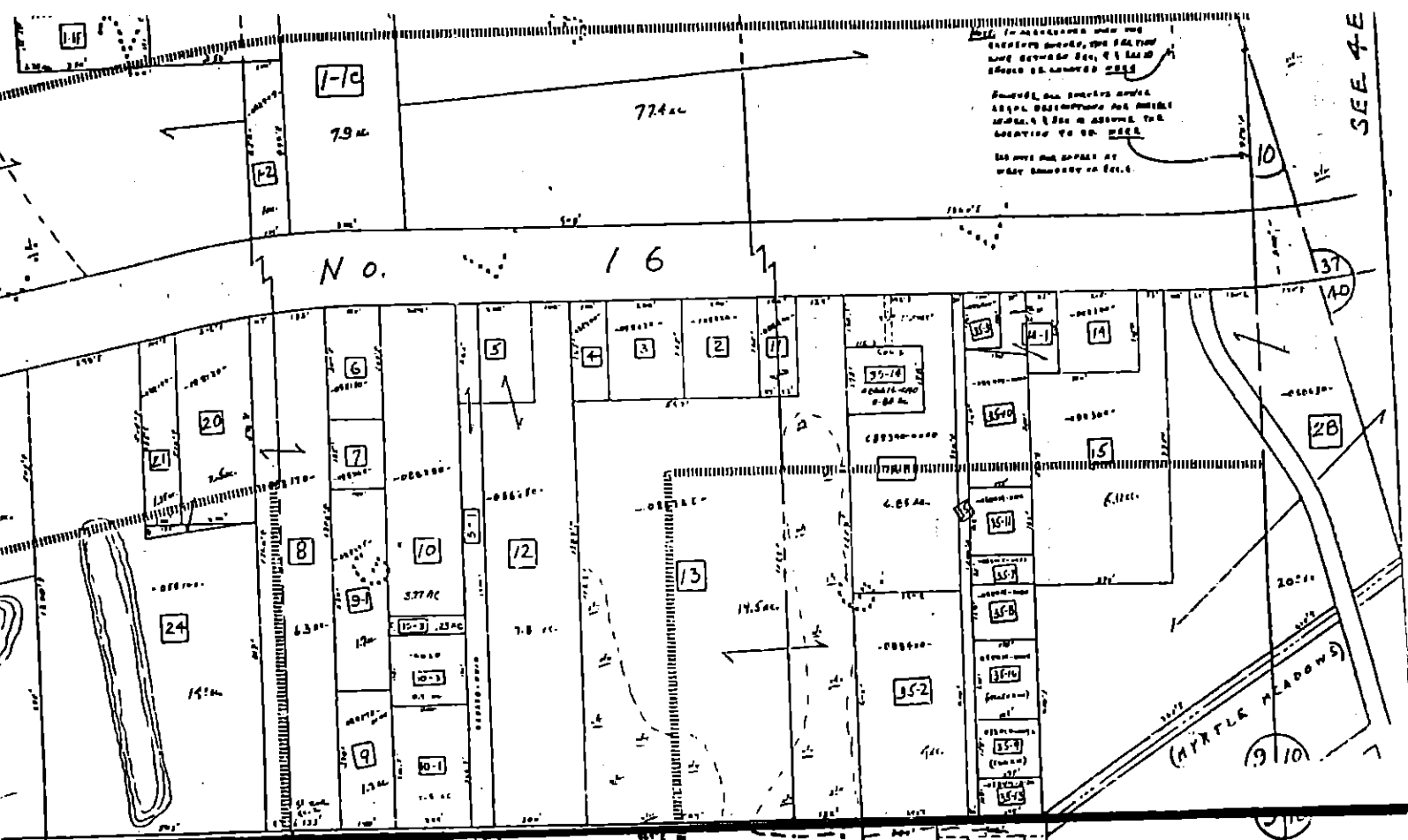


EXHIBIT B

(APPLE MEADOWS)
See 4E/35X 14E/10E

9/10
16/15