

**RESOLUTION 96 -99**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING CERTAIN DEEDS FOR RIGHT-OF-WAY FOR COUNTY ROAD 210 AND MICKLER ROAD AND CERTAIN DRAINAGE EASEMENTS PER THE SANCHEZ DEVELOPMENT AGREEMENT AND AUTHORIZING PAYMENT OF \$25,000. FOR AN ADDITIONAL 1.6 ACRES FOR AN IMPROVED REALIGNMENT OF THE INTERSECTION.**

**WHEREAS**, pursuant to the Sanchez Development Agreement the owners of the property have executed two Deeds donating right-of-way adjacent and contiguous to CR 210 and Mickler Road, more fully shown and described on Exhibits "A" and "B", attached hereto, incorporated by reference and made a part hereof; and

**WHEREAS**, for an improved realignment of the Intersection, the owners have agreed to sell an additional 1.6 acres of right-of-way, in addition to that called for in the Development Agreement, more fully described in the Warranty Deed attached hereto as Exhibit "C", incorporated by reference and made a part hereof, for \$25,000.00; and

**WHEREAS**, also pursuant to the Agreement, two Drainage Easements, one for the public park property located next to the First Baptist Church on A1A, and one for the stormwater drainage for that portion of Mickler Road, from Neck Road to Old Palm Valley Road, have been executed and delivered, attached hereto as Exhibits "D" and "E", 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. The above described Right-of-Way Deeds and Drainage Easements are hereby accepted by the Board of County Commissioners of St. Johns County, Florida;

Section 2. Payment from District 2 Road Impact Fees in the amount of \$25,000. is hereby authorized to 800 Acre Investment Partnership for the additional right-of-way as described in Exhibit "C" and the Board exercises its right to waive any appraisal requirements per F.S. 125.355.

Section 3. The Clerk is instructed to record the Deeds and Easements in the official records of St. Johns County, Florida and forward a Certified copy of this Resolution and copies of the recorded Deeds and Easements to the Grantors.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 11 day of June, 1996.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
Its Chair, Donald Jordan

**ATTEST: CARL "BUD" MARKEL, CLERK**

By:   
Deputy Clerk

**WARRANTY DEED**

Road Improvement Right of Way

THIS INDENTURE, made this 31 day of May, 1996, between, **The Plantation Developers**, a Florida general partnership, grantor, and **St. Johns County**, a political subdivision of the State of Florida, grantee, 45 Cordova St St Augustine FL 32084

**WITNESSETH:**

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by grantor, does hereby grant, bargain, sell and convey to grantee and grantee's heirs, successors and assigns forever that certain land (the "Land") situated in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (Property Appraiser's Parcel Identification Number \_\_\_\_\_), together with all tenements, hereditaments and appurtenances of grantor belonging or in any wise appertaining to the Land (collectively, the "Property"). The Land is to be used for road purposes only.

Grantor does hereby fully warrant the title to said Land and will defend the same against the lawful claims of all persons whomsoever. If a breach of any of grantor's statutory warranties occurs, grantor agrees to pay grantee all of grantee's losses, costs and expenses, including reasonable attorneys' fees, arising out of or related to such breach and/or any legal action by or against grantee in connection therewith.

Grantor represents that grantor does not now reside and has never resided on the Property and has never filed for homestead exemption with respect thereto;

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:

**THE PLANTATION DEVELOPERS**

Florida Title Group, Inc.  
Its Managing General Partner

Phyllis A Whitaker  
Print Name: PHYLLIS A. WHITAKER

By: [Signature]  
Its: Vice President

Joyce L. Casey  
Print Name: Joyce L. Casey

1300 Riverplace Blvd \*610  
Jacksonville, FL 32207

45110217  
4pg  
rec 19.50

Recorded in Public Records St. Johns County, FL  
Clerk# 96032874 O.R. 1196 PG 685 11:14AM 09/18/96  
Recording \$17.00 Surchage \$2.50 Doc Stamps \$0.70

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 1996 by A. L. Burpee, Jr., the Vice President of Florida Title Group, Inc., the managing partner of The Plantation Developers, on behalf of the partnership. He is personally known to me.

Joyce L. Casey  
Notary Public, State of Florida  
Name: Joyce L. Casey

My Commission Expires:  
My Commission Number is



**JOYCE L. CASEY**  
Notary Public, State of Florida  
My Comm. expires Sept. 6, 1999  
Comm. No. CC 481400

scm\plant.wd



Sunshine State  
Surveyors, inc.

3131 St. Johns Bluff Road S.  
Jacksonville, FL 32246  
Tel: (904) 642-8550  
Fax: (904) 646-9485

May 15, 1996

Work Order No. S96-19-2  
St. Johns County, C.R. 210

**Mickler Road Re-alignment**

A portion of Government Lots 3, 4 and 7, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For a Point of Beginning commence at the intersection of the Northwesterly right of way line of Mickler Road, a 66 foot right of way as presently established, with the Northeasterly right of way line of Old Palm Valley Road (County Road No. 210), a variable width right of way as presently established, said Northeasterly line being a curve concave Southwesterly, having a radius of 1084.17 feet; thence Northwesterly along said curved Northeasterly line, through a central angle of 22° 58' 32", an arc distance of 434.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 28° 53' 59" West, 431.85 feet; thence North 40° 23' 12" West, continuing along said Northeasterly line, 140.47 feet; thence North 49° 44' 20" East, departing said Northeasterly line, 17.31 feet to a point on a curve concave Northeasterly, having a radius of 1150.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 18° 57' 57", an arc distance of 380.67 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 49° 44' 40" East, 378.93 feet; thence South 59° 13' 39" East, 112.49 feet to the point of curvature of a curve concave Northerly, having a radius of 25.00 feet; thence Easterly along the arc of said curve, through a central angle of 85° 46' 14", an arc distance of 37.42 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 77° 53' 14" East, 34.03 feet; thence Northeasterly along the arc of a curve concave Southeasterly, having a radius of 1225.00 feet, through a central angle of 13° 25' 44", an arc distance of 287.11 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 41° 43' 00" East, 286.46 feet; thence Northeasterly along the arc of a curve concave Northwesterly, having a radius of 1950.00 feet, through a central angle of 29° 42' 30", an arc distance of 1011.09 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 33° 34' 37" East, 991.81 feet; thence South 76° 48' 47" East, 20.00 feet to a point lying on the Northwesterly right of way line of said Mickler Road, said point lying on a curve concave Easterly having a radius of 907.77 feet; thence Southerly, along the arc of said curved Northwesterly line, through a central angle of 02° 58' 29", an arc distance of 47.13 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 11° 41' 58" West, 47.13 feet; thence South 10° 12' 44" West, along said Northwesterly line, 220.42 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1113.28 feet; thence Southwesterly along the arc of said curve, through a central angle of 20° 10' 46", and continuing along said Northwesterly line an arc distance of 392.10 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 20° 18' 14" West, 390.07 feet; thence Southwesterly along the arc of a curve concave Northwesterly, having a radius of 1137.17 feet,

**EXHIBIT**  
"A"  
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through a central angle of  $25^{\circ} 39' 25''$  and continuing along said Northwesternly line, an arc distance of 509.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $43^{\circ} 13' 10''$  West, 504.98 feet; thence South  $56^{\circ} 02' 53''$  West, continuing along said Northwesternly line, 441.08 feet to the Point of Beginning.

Containing 4.87 acres, more or less.

D. R. 1196 PG 0688

