

RESOLUTION NO. 2007- 275

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE TWO PURCHASE AND SALE AGREEMENTS OF EASEMENT FOR DRAINAGE IMPROVEMENTS RELATED TO THE WEST KING STREET IMPROVEMENT PROJECT.

RECITALS

WHEREAS, David Lee Sellers, Sr. and Bonnie K. Sellers and Herman Caudill, Jr. and Faith Caudill, have executed and presented to the County Purchase and Sale Agreements of Easement, attached hereto as Exhibit "A" and Exhibit "B" respectively incorporated by reference and made a part hereof, for acquisition of a perpetual easements for drainage structures located on their property as described in the attached agreements; and

WHEREAS, the easements will allow the County to improve existing drainage in connection with the Fox Creek Regional Pond and for continued maintenance in the future, as part of the West King Street Improvement Project; and

WHEREAS, per Florida Statute 125.335 1(b), the Board may exempt a purchase in an amount of \$100,000 or less from the requirements for an appraisal and staff has determined and the owners have agreed that based on comparable sales in the area the values in the Agreements are reasonable; and

WHEREAS, it is in the best interest of the County to acquire these easements for the purposes mentioned above.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms and conditions of the two Purchase and Sale Agreement of Easement and authorizes the County Administrator to execute said Purchase and Sale Agreement of Easement.

Section 3. The Clerk of the Courts of St. Johns County is instructed to file the original Purchase and Sale Agreement of Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 2nd day of October, 2007.

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

By: Ben Rich

Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

Pam Halterma

Deputy Clerk

RENDITION DATE 10/4/07



Exhibit "A"
to the Resolution

PURCHASE AND SALE AGREEMENT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2007, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **DAVID LEE SELLERS, SR. and BONNIE K. SELLERS**, his wife, ("Seller"), whose address is 635 South Holmes Boulevard, St. Augustine, Florida 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an perpetual exclusive easement on a portion of the property 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 Buyer to acquire easement rights on said piece of property described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for drainage structures.

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$7,000.00. The Purchase Price shall be paid as follows: *

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<u>\$7,000.00</u>
TOTAL PURCHASE PRICE		\$7,000.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Easement, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the First American Title Insurance Company, 1750 Tree Boulevard, Suite C, St. Augustine, Florida 32084, on or before sixty days (60) from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

4. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) an exclusive perpetual Easement ("Easement") conveying the easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment, the cost of recording the Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

7. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

12. Time. Time is of the essence of all provisions of this Agreement.

13.. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: David Lee Sellers, Sr. and Bonnie K. Sellers
635 So. Holmes Blvd.
St. Augustine, FL 32084

Buyer: St. Johns County, Florida, a political subdivision
Of the State of Florida
4020 Lewis Speedway
St. Augustine, Florida 32084

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

15. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

16. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

17. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparties.

WITNESSES:

Cecilia Beach
Signature

CECELIA Aldrich
Print

Linda J. White
Signature

Linda J. White
Print

SELLERS:

David Lee Sellers Sr.
David Lee Sellers, Sr.

Bonnie K. Sellers
Bonnie K. Sellers

WITNESSES:

Signature

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

BUYER:

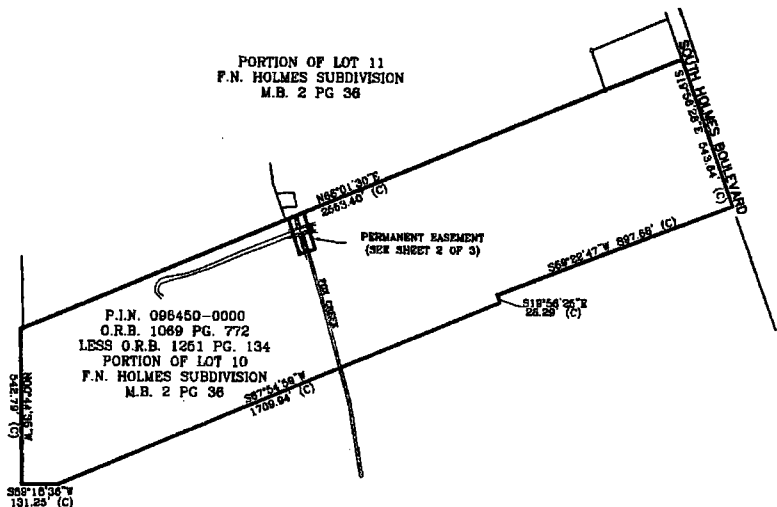
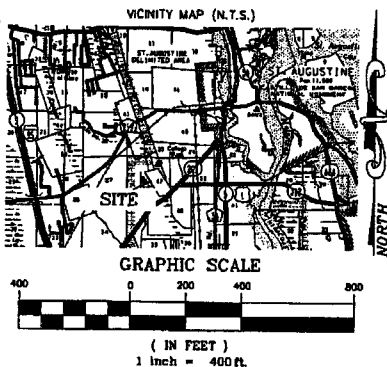
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

By: _____ Date
Michael D. Wanchick
County Administrator

SKETCH OF DESCRIPTION

SECTION 26, TOWNSHIP 7 SOUTH,
RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA

#804



LEGEND & ABBREVIATIONS

- M.B. = MAP BOOK
- PG. = PAGE
- P.I.N. = ST. JOHNS COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER
- PCB = POINT OF BEGINNING
- PCC = POINT OF COMMENCEMENT
- CMP = CORRUGATED METAL PIPE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG(S). = PAGE
- L.B. = LICENSED BUSINESS
- N.T.S. = NOT TO SCALE
- (C) = CALCULATED
- (D) = DEED
- R/W = RIGHT OF WAY

SURVEYOR'S NOTES INCLUDED ON SHEET 3 OF 3

SHEET 1 OF 3

SKETCH OF DESCRIPTION

PARCEL 096450-0000

DETAIL ON SHEET 2 OF 3

THIS IS NOT A SURVEY

DESCRIPTION ON SHEET 3 OF 3

PREPARED FOR:

ST. JOHNS COUNTY, FLORIDA
REVISED 05-07-07
DATE: DECEMBER 21, 2006 SCALE: 1"=400'
PROJECT #: 03-0299.002
DESIGN: AD CHECKED: JAA

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

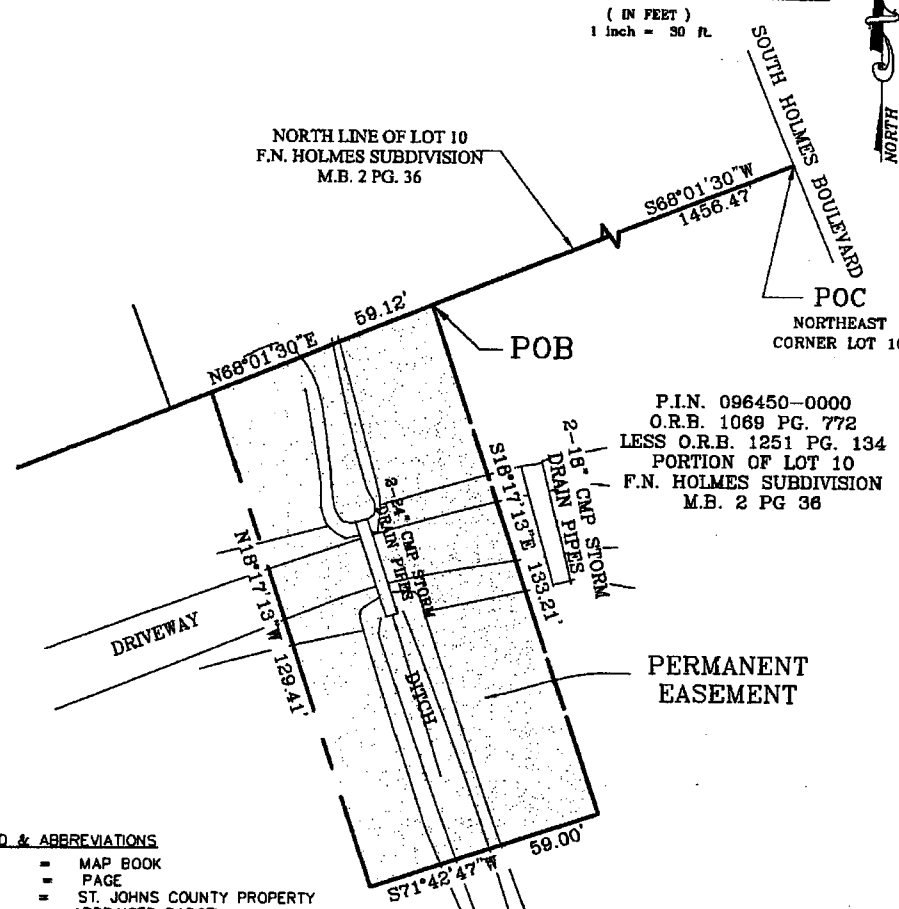
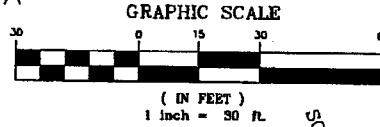
J.A. Anderberg 05-07-07
JOHN A. ANDERBERG DATE
PROFESSIONAL SURVEYOR AND MAPPER #5881
STATE OF FLORIDA

DRMP
DESIGNER • SURVEYOR • PLANNER • SCIENTIST
Phone: (904) 641-0123
L.B. #2648
4540 Southside Boulevard, Suite 100 - Jacksonville, Florida 32216

SKETCH OF DESCRIPTION

SECTION 26, TOWNSHIP 7 SOUTH,
RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA

#804



P.I.N. 096450-0000
O.R.B. 1069 PG. 772
LESS O.R.B. 1251 PG. 134
PORTION OF LOT 10
F.N. HOLMES SUBDIVISION
M.B. 2 PG 36

- LEGEND & ABBREVIATIONS**
- M.B. = MAP BOOK
 - PG. = PAGE
 - P.I.N. = ST. JOHNS COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - CMP = CORRUGATED METAL PIPE
 - O.R.B. = OFFICIAL RECORDS BOOK
 - PG(S). = PAGE
 - L.B. = LICENSED BUSINESS
 - N.T.S. = NOT TO SCALE
 - (C) = CALCULATED
 - (D) = DEED
 - R/W = RIGHT OF WAY
 - CMP = CORRUGATED METAL PIPE

SURVEYOR'S NOTES INCLUDED ON SHEET 3 OF 3

SKETCH OF DESCRIPTION **PARCEL 096450-0000** SHEET 2 OF 3
THIS IS NOT A SURVEY DESCRIPTION ON SHEET 3 OF 3

PREPARED FOR:
ST. JOHNS COUNTY, FLORIDA
REVISED 05-07-07
DATE: DECEMBER 21, 2006 SCALE: 1" = 30'
PROJECT #: 03-0299.002
DESIGN: AD CHECKED: JAA

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.

John A. Anderson
JOHN A. ANDERSON DATE
PROFESSIONAL SURVEYOR AND MAPPER #5881
STATE OF FLORIDA

Phone: (904) 641-0123
L.B. #2648
4540 Southside Henselwood, Suite 1001 - Jacksonville, Florida 32216

#804

DESCRIPTION
 SECTION 26, TOWNSHIP 7 SOUTH,
 RANGE 29 EAST
 ST. JOHNS COUNTY, FLORIDA

**PERMANENT EASEMENT
 LEGAL DESCRIPTION:**

A PORTION OF LOT 10, F.N. HOLMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 36, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 10 OF SAID F.N. HOLMES SUBDIVISION ; THENCE SOUTH 68°01'30" WEST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 1456.47 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 18°17'13" EAST, DEPARTING SAID NORTH LINE OF LOT 10, A DISTANCE OF 133.21 FEET; THENCE SOUTH 71°42'47" WEST, A DISTANCE OF 59.00 FEET; THENCE NORTH 18°17'13" WEST, A DISTANCE OF 129.41 FEET TO SAID NORTH LINE OF LOT 10; THENCE NORTH 68°01'30" EAST, ALONG SAID NORTH LINE OF LOT 10, A DISTANCE OF 59.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,747 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
3. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
4. THE BEARINGS HEREON ARE STATE PLANE, FLORIDA EAST ZONE, BASED ON ST. JOHNS COUNTY GEODETIC CONTROL NETWORK STATIONS "03-58" AND "D003", WHEREIN THE BEARING FROM STATION "03-58" TO STATION "D003" BEARS NORTH 45°31'56" EAST.

SKETCH ON SHEETS 1-2 OF 3

SHEET 3 OF 3

PREPARED FOR:
 ST. JOHNS COUNTY, FLORIDA
 REVISED 05-07-07
 DATE: DECEMBER 21, 2006 SCALE: N/A
 PROJECT #: 03-0299.002
 DESIGN: AD CHECKED: JAA

DATE	REVISIONS



DRMP
 SURVEYING • ENGINEERING • PLANNING • DESIGN
 Phone: (904) 641-0123
 L.B. #2648

4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216

Exhibit "B"
to the Resolution

PURCHASE AND SALE AGREEMENT OF EASEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2007, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is, 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **HERMAN CAUDILL, JR. AND FAITH CAUDILL**, husband and wife, ("Seller"), whose address is 1180 Bayforest Road, St. Augustine, Florida 32084.

WITNESSETH:

WHEREAS, the County is desirous of purchasing an perpetual exclusive easement on a portion of the property 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 Buyer to acquire easement rights on said piece of property described on Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property") for drainage structures.

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price.

(a) The purchase price ("Purchase Price") is \$4,100.00. The Purchase Price shall be paid as follows: *

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Cash to Close	Closing Day	<u>\$4,100.00</u>

TOTAL PURCHASE PRICE **\$4,100.00**

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Easement, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

3. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property (“Closing”) shall take place at the offices of Action Title Services of St. Johns County, Inc., 3670 US 1 South, Suite 110, St. Augustine, FL 32086, on or before sixty days (60) from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

4. Seller’s Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

5. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) an exclusive perpetual Easement (“Easement”) conveying the easement rights to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

6. Closing Expenses. Buyer shall pay the cost of the owner’s title policy issued pursuant to the Commitment, the cost of recording the Easement, all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

7. Survival. All covenants, terms, provisions, representations and warranties set forth in

this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Easement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

12. Time. Time is of the essence of all provisions of this Agreement.

13.. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: Herman Caudill, Jr., and Faith Caudill
1180 Bayforest Road
St. Augustine, Florida 32084

Buyer: St. Johns County, Florida, a political subdivision
Of the State of Florida
4020 Lewis Speedway
St. Augustine, Florida 32084

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

15. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

16. Board of County Commission Approval. This Agreement is subject to the adoption of a resolution by the St. Johns County Commissioners authorizing the County Administrator to execute this Agreement and approving the performance of this Agreement by Buyer.

17. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparties.

WITNESSES:

Linda J. White
Signature

Linda J. White
Print

Cecelia Aldrich
Signature

CECELIA ALDRICH
Print

WITNESSES:

Signature

Print

Signature

Print

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

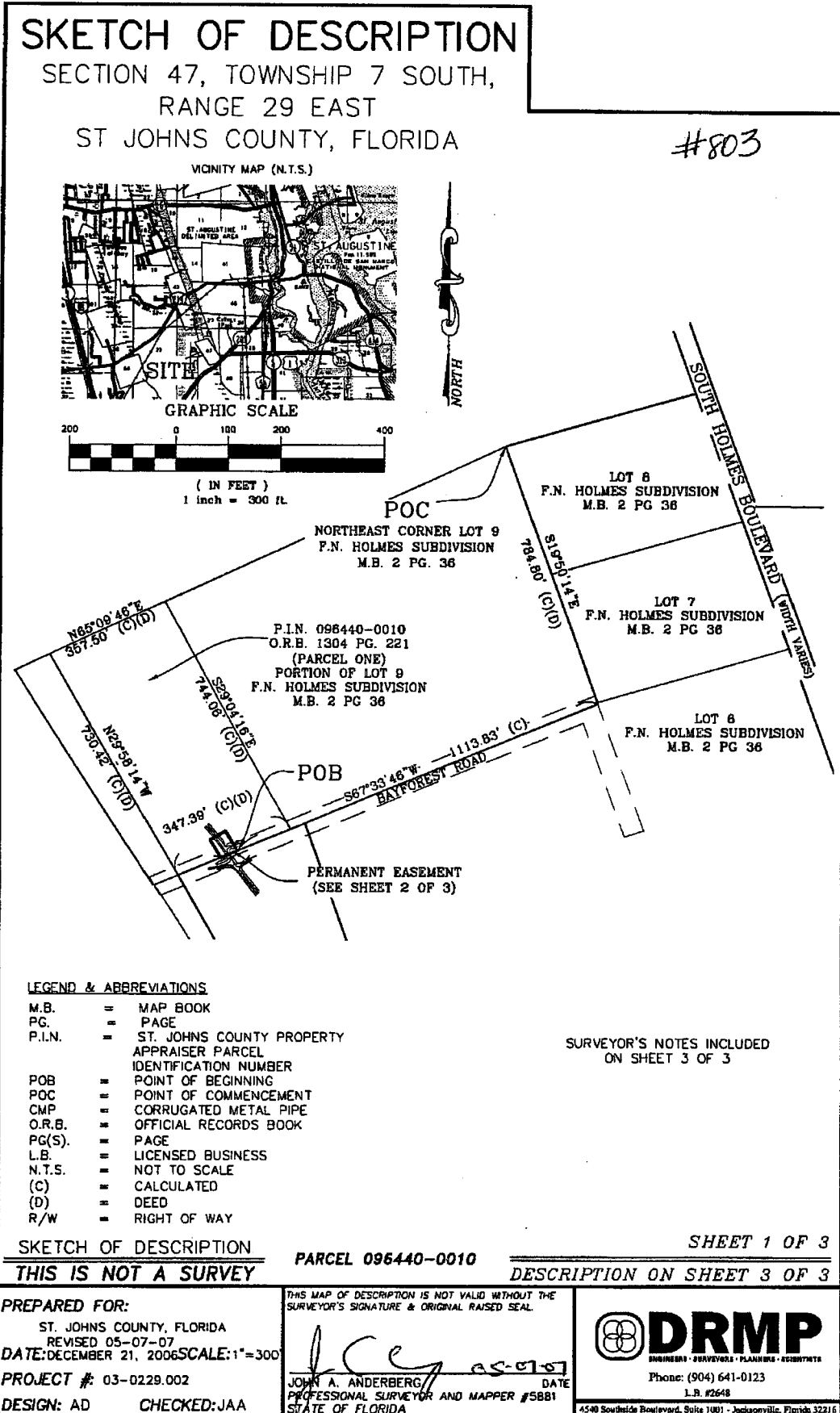
SELLERS:

Herman Caudill, Jr.
Herman Caudill, Jr.

Faith Caudill
Faith Caudill

BUYER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the
State of Florida

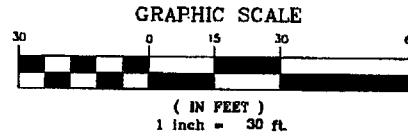
By: _____ Date
Michael D. Wanchick
County Administrator



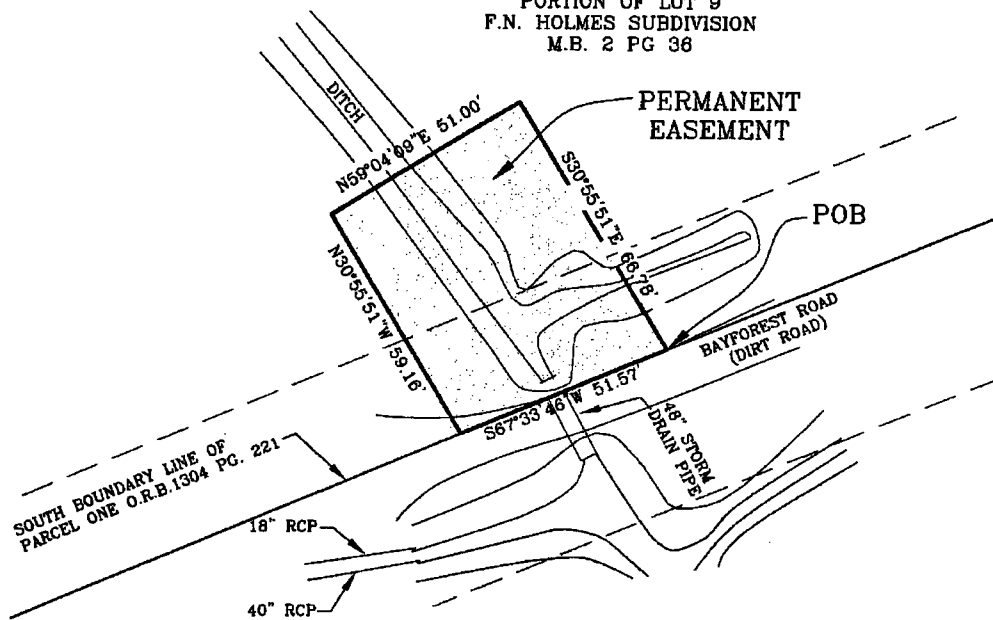
SKETCH OF DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,
RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA

#803



P.I.N. 096440-0010
O.R.B. 1304 PG. 221
(PARCEL ONE)
PORTION OF LOT 9
F.N. HOLMES SUBDIVISION
M.B. 2 PG 36



LEGEND & ABBREVIATIONS

- P.B. = PLAT BOOK
- PG. = PAGE
- P.I.N. = ST. JOHNS COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- CMP = CORRUGATED METAL PIPE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG(S). = PAGE
- L.B. = LICENSED BUSINESS
- N.T.S. = NOT TO SCALE
- (C) = CALCULATED
- (D) = DEED
- R/W = RIGHT OF WAY

SURVEYOR'S NOTES INCLUDED ON SHEET 3 OF 3

SKETCH OF DESCRIPTION **PARCEL 096440-0010** SHEET 2 OF 3
THIS IS NOT A SURVEY DESCRIPTION ON SHEET 3 OF 3

PREPARED FOR:
ST. JOHNS COUNTY, FLORIDA
REVISED 05-07-07
DATE: DECEMBER 21, 2006 SCALE: 1"=30'
PROJECT #: 03-0299.002
DESIGN: AD CHECKED: JAA

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.
JAA
JOHN A. ANDERBERG DATE 05-07-07
PROFESSIONAL SURVEYOR AND MAPPER #5881
STATE OF FLORIDA

Phone: (904) 641-0123
L.B. #264R
4540 Southside Boulevard, Suite 1001 - Jacksonville, Florida 32216

DESCRIPTION

SECTION 47, TOWNSHIP 7 SOUTH,
RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA

#803

**PERMANENT EASEMENT
LEGAL DESCRIPTION:**

A PORTION OF LOT 9, F.N. HOLMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE 36, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 9 OF SAID F.N. HOLMES SUBDIVISION; THENCE SOUTH 19°50'14" EAST ALONG THE EASTERLY LINE OF LOT OF SAID LOT 9, A DISTANCE OF 784.80 FEET; THENCE SOUTH 67°33'46" WEST A DISTANCE OF 1113.83 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1304 PAGE 221 AND THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE SOUTH 67°33'46" WEST, ALONG SAID SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1304 PAGE 221, A DISTANCE OF 51.57 FEET; THENCE NORTH 30°55'51" WEST, DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 59.16 FEET; THENCE NORTH 59°04'09" EAST, A DISTANCE OF 51.00 FEET; THENCE SOUTH 30°55'51" EAST, A DISTANCE OF 66.78 FEET TO SAID SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1304 PAGE 221 TO THE POINT OF BEGINNING.

CONTAINING 3,211 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
3. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
4. THE BEARINGS HEREON ARE STATE PLANE, FLORIDA EAST ZONE, BASED ON ST. JOHNS COUNTY GEODETIC CONTROL NETWORK STATIONS "03-58" AND "D003", WHEREIN THE BEARING FROM STATION "03-58" TO STATION "D003" BEARS NORTH 45°31'56 EAST.

SKETCH ON SHEETS 1-2 OF 3

SHEET 3 OF 3

PREPARED FOR:
ST. JOHNS COUNTY, FLORIDA
REVISED 05-07-07
DATE: DECEMBER 21, 2006 SCALE: N/A
PROJECT #: 03-0299.002
DESIGN: AD CHECKED: JAA

DATE	REVISIONS



Phone: (904) 641-0123

L.B. #2648

4540 Seaside Boulevard, Suite 1001 - Jacksonville, Florida 32216