

RESOLUTION NO. 88-2

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

WHEREAS, Albert and Maria Jenkins
as owner, has tendered a Warranty Deed
dated November 9, _____, 1987 to the Board of County
Commissioners of St. Johns County, Florida conveying to the
County the 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
_____ 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
opinion and to record the Warranty Deed in the official
records of St. Johns County at County expense.

ADOPTED by the Board of County Commissioners of St.
January,
Johns County, Florida, this 12th day of _____ 1988.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Lawrence O. Hartley

ATTEST: Carl "Bud" Markel, Clerk

BY: Laura M. McDonald
Deputy Clerk

THIS INSTRUMENT PREPARED BY:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
501 Atlantic Bank Building
St. Augustine, Florida 32084

WARRANTY DEED

THIS INDENTURE, Made this 9th day of November, 1987, Between ALBERT JENKINS and MARIA ELENA JENKINS, his wife, Grantors, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Drawer 349, St. Augustine, Florida 32085-0349, of the County of St. Johns and State of Florida, Grantee.

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land situate, lying and being in St. Johns County, Florida, to-wit:

A parcel of land in Government Lot 4, Section 30, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the East right-of-way line of the Florida East Coast Railway Company with the North line of said Government Lot 4; thence South 8 degrees 33 minutes 36 seconds East, 258.04 feet; thence South 89 degrees 30 minutes 20 seconds East, 648.10 feet to the Point of Beginning; thence continue South 89 degrees 30 minutes 20 seconds East, 10.02 feet; thence South 2 degrees 57 minutes 42 seconds West, 279.58 feet; thence North 89 degrees 24 minutes 36 seconds West, 10.02 feet; thence North 2 degrees 57 minutes 42 seconds East 279.56 feet to the Point of Beginning. Said parcel containing 0.6 acres more or less.

SUBJECT TO: Taxes for the year 1987 and subsequent years.

SUBJECT TO: Easement recorded in Official Records Book 408, Page 651, Public Records of St. Johns County, Florida.

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

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

Signed, sealed and delivered
in the presence of:

Therese M. Bauer

Albert Jenkins
Albert Jenkins

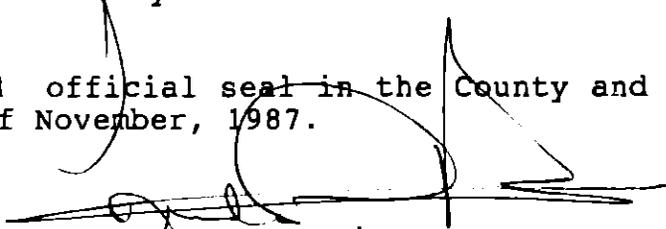
Maria Elena Jenkins
Maria Elena Jenkins

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me personally appeared ALBERT JENKINS and MARIA ELENA JENKINS, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of November, 1987.



Notary Public, State of Florida
My Commission Expires: 6-19-88

This Warranty Deed Made the 7th day of July A. D. 1986 by
TERESA R. MCCORMICK and CHARLES T. MCCORMICK, her husband

hereinafter called the grantor, to ALBERT JENKINS and MARIA ELENA JENKINS, his wife

whose postoffice address is 24 South Dixie Hwy. St. Aug. FL 32084
hereinafter called the grantee;

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

PROPERTY AS DESCRIBED ON ATTACHED SCHEDULE "A" WHICH BY REFERENCE HERETO IS MADE A PART HEREOF.

SUBJECT to Easement recorded in Official Records Book 408, page 651, of the public records of St. Johns County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1985.

This instrument prepared by:
Judy S. Wilkinson, an employee of
Ancient City Title Co., Inc.
P. O. Drawer 1570
St. Augustine, FL 32085

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Her Name
.....
Judy S. Wilkinson
.....

Teresa R. McCormick L.S.
Teresa R. McCormick
Charles T. McCormick L.S.
Charles T. McCormick

STATE OF FLORIDA }
COUNTY OF ST. JOHNS }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Teresa R. McCormick and Charles T. McCormick,
her husband

to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of July, A. D. 1986

Judy S. Wilkinson
Notary Public, State of Florida at Large

This instrument prepared by: My commission expires: 9-22-87

Address

UPCHURCH, BAILEY AND UPCHURCH, P. A.

ATTORNEYS AT LAW
501 ATLANTIC BANK BUILDING
POST OFFICE BOX 170

SAINT AUGUSTINE, FLORIDA 32085-0170

(904) 828-8066

FRANK D. UPCHURCH

(1884-1986)

HAMILTON D. UPCHURCH

JOHN D. BAILEY, JR.

H. DAVIS UPCHURCH, JR.

FRANK D. UPCHURCH, III

TRACY W. UPCHURCH

December 3, 1987

St. Johns County Planning and Zoning Agency
c/o Betty Sue Solano
Planning and Zoning Technician
St. Johns County Administration Building
State Road 16-A
St. Augustine, Florida 32084

Re: Albert and Maria Jenkins
Dedication of 10 foot Right-of-Way to
St. Johns County
Our File No. FD-87-740

Dear Ms. Solano:

At your request we have prepared an updated opinion of title on land in St. Johns County, Florida, more particularly as follows:

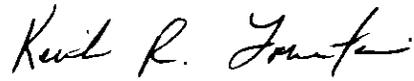
A parcel of land in Government Lot 4, Section 30, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the East right-of-way line of the Florida East Coast Railway Company with the North line of said Government Lot 4; thence South 8 degrees 33 minutes 36 seconds East, 258.04 feet; thence South 89 degrees 30 minutes 20 seconds East, 648.10 feet to the Point of Beginning; thence continue South 89 degrees 30 minutes 20 seconds East, 10.02 feet; thence South 2 degrees 57 minutes 42 seconds West, 279.58 feet; thence North 89 degrees 24 minutes 36 seconds West, 10.02 feet; thence North 2 degrees 57 minutes 42 seconds East, 279.56 feet to the Point of Beginning. Said parcel containing 0.6 acres more or less.

From our examination, since November 6, 1987, we find that Albert Jenkins and Maria Elena Jenkins, his wife, continue to be vested with a fee simple title to the above described real property, according to that certain Warranty Deed dated July 7, 1986, and recorded in Official Records Book 710, Page 859, Public Records of St. Johns County, Florida, subject to no additional encumbrances other than those described on our opinion letter of November 6, 1987.

Ms. Betty Sue Solano
December 3, 1987
Page Two

This opinion reflects the status of the title as of December 1, 1987. If you have any questions, please feel free to contact this office.

Very truly yours,



KEITH R. FOUNTAIN

KRF:jw

UPCHURCH, BAILEY AND UPCHURCH, P. A.

ATTORNEYS AT LAW
801 ATLANTIC BANK BUILDING
POST OFFICE BOX 170

SAINT AUGUSTINE, FLORIDA 32085-0170

HAMILTON D. UPCHURCH
JOHN D. BAILEY, JR.
H. DAVIS UPCHURCH, JR.
FRANK D. UPCHURCH, III
TRACY W. UPCHURCH

(904) 828-9086

FRANK D. UPCHURCH
(1884-1986)

November 6, 1987

St. Johns County Planning and Zoning Agency
c/o Betty Sue Solano
Planning and Zoning Technician
St. Johns County Administration Building
State Road 16-A
St. Augustine, Florida 32084

Re: Albert and Maria Jenkins
Dedication of 10 foot Right-of-Way to
St. Johns County

Dear Ms. Solano:

At your request we have prepared an opinion of title on land in St. Johns County, Florida, more particularly described as follows:

A parcel of land in Government Lot 4, Section 30, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the East right-of-way line of the Florida East Coast Railway Company with the North line of said Government Lot 4; thence South 8 degrees 33 minutes 36 seconds East, 258.04 feet; thence South 89 degrees 30 minutes 20 seconds East, 648.10 feet to the Point of Beginning; thence continue South 89 degrees 30 minutes 20 seconds East, 10.02 feet; thence South 2 degrees 57 minutes 42 seconds West, 279.58 feet; thence North 89 degrees 24 minutes 36 seconds West, 10.02 feet; thence North 2 degrees 57 minutes 42 seconds East 279.56 feet to the Point of Beginning. Said parcel containing 0.6 acres more or less.

From our examination, we find that Albert Jenkins and Maria Elena Jenkins, his wife, are vested with a fee simple title to the above described real property, according to that certain Warranty Deed dated July 7, 1986, and recorded in Official Records Book 710, Page 859, Public Records of St. Johns County, Florida, subject only to the following:

1. Easement contained in that Agreement for Deed recorded in Official Records Book 408, Page 651, Public Records of St. Johns County, Florida.

2. Taxes for the year 1987 and subsequent years.

Ms. Betty Sue Solano
November 6, 1987
Page Two

3. Rights of parties in possession other than the record owner.
4. Any state of facts an accurate survey might show.
5. Applicable Zoning Ordinances and Regulations.
6. Any unpaid and unrecorded Mechanics Liens or Materialmen Liens for labor or materials furnished beginning within 90 days prior to November 4, 1987.
7. Any lien or encumbrance placed on record after November 4, 1987.

This opinion reflects the status of the title as of November 4, 1987. If you have any questions, please feel free to contact this office.

Very truly yours,


JOHN D. BAILEY, JR.

JDB, JR: jw

AGREEMENT FOR DEED

"Wherever used herein the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders."

THIS AGREEMENT, Made and executed in duplicate this 21st day of March, 1979, by and between BUDDIE S. COOPER, unmarried, and J. W. COOPER, a married man conveying his separate non-homestead property, parties of the first part, and TERESA R. EDWARDS, whose mailing address is: Route 1, Box 85, St. Augustine, Florida 32084, party of the second part,

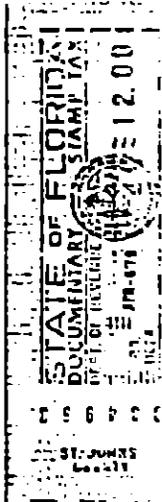
WITNESSETH: That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatsoever, by a good and sufficient deed, the following described property situate, lying and being in St. Johns County, Florida, to-wit:

A 4.03 acre tract of land in Government Lot 4, Section 30, Township 8 South, Range 30 East, St. Johns County, Florida, said 4.03 acre tract of land being more fully described as follows:

Commence at the intersection of the East right of way line of the Florida East Coast Railway Company with the North line of said Government Lot 4 for the Point of Beginning; thence S8°35'20"E 258.0 feet along the East right of way line of the Florida East Coast Railway Company to the Point of Beginning; thence continue S8°35'20" E 281.44 feet; thence S89°25'E 602.07 feet to a point on the West right of way line of an existing county road; thence N2°57'E 279.1 feet along the West right of way line of said county road; thence N89°30'20"W 2nd parallel with the North line of said Government Lot 4, a distance of 658.47 feet to the Point of Beginning.

Reserving unto the grantors and their assigns a 30 foot wide easement over and across the Southerly 30 feet of the above described property for ingress and egress, utilities and drainage purposes.

AND the said party of the second part hereby covenants and agrees to pay to the said parties of the first part the sum of \$8,500.00 in the manner following: \$500.00 down payment, receipt whereof is hereby acknowledged, and the balance of \$8,000.00 with interest after date at the rate of nine per cent. (9%) per annum on the unpaid balance, said principal and interest to be payable in monthly installments of \$105.73 each, payments to be applied first to interest on the unpaid balance, then to principal. Said payments to commence on the 1st day of May, 1979, and on the same day of each consecutive month thereafter until paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.



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The said party of the second part agrees to pay all taxes, assessments, levies or impositions that may be legally levied on the said land subsequent to the year 1978.

The party of the second part will permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and in the event of the failure of the party of the second part to keep the buildings on said premises and those erected on said premises or improvements thereon, in good repair, the party of the first part may make such repairs as in his discretion he may deem necessary for the proper preservation thereof, and the full amount of each and every payment shall be immediately due and payable and shall be secured by the lien of this contract. All improvements made by party of the second part shall become part of said real property and covered by this contract. The party of the second part will keep the improvements on said property insured against fire and other hazards to their full insurable value. Such insurance policies shall be held by, and include a loss payable clause in favor of the party of the first part, and shall be in such company and in such form as is acceptable to the party of the first part.

In case of the failure of the party of the second part to make any of the payments, or any part thereof, due under this Contract, and such payments shall be in arrears for ten (10) days, or if said party of the second shall fail to keep or perform any of the other terms and conditions of this Contract, and such default shall continue for ten (10) days, then the party of the first part, may, at his option:

(A) Declare this Contract forfeited and terminated and may re-enter and take possession of said premises or any part thereof, in the same manner and to the same extent as if this Contract had never been executed, and may retain any and all sums paid by the party of the second part as reasonable compensation for the use of said premises and as liquidated damages suffered by him on account of the failure of the party of the second part to perform and comply with the terms of this agreement; and if it be necessary for the party of the first part to take any action at law to obtain possession of said premises, the party of the second part will pay all costs of such proceedings, including a reasonable attorney's fee; or

(B) The party of the first part may declare all amounts unpaid as immediately due and payable, and proceed to collect the same in any proceedings at law or in equity that he may desire, together with a reasonable attorney's fee, if placed with an attorney for collection, and all costs of collection; and all such sums and each of them shall be an express lien upon said premises and the same shall be secured hereby. If the party of the first part shall reduce to a judgment or decree any amount unpaid under this Contract, such decree or judgment shall not operate to pass the title to the premises to the party of the second part until the same shall have been fully paid and satisfied.

It is mutually agreed by and between the parties hereto that the time of each payment shall be an essential part of this Contract, and that all covenants and agreements herein contained shall extend

to and be obligatory upon the heirs, personal representatives, and assigns of the respective parties.

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

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
As to First Parties
[Signature]
[Signature]
As to Second Party

[Signature] (SEAL)
Buddie S. Cooper
[Signature] (SEAL)
J. W. Cooper
Parties of First Part
[Signature] (SEAL)
Teresa R. Edwards
[Signature] (SEAL)
Teresa R. Edwards
Party of Second Part

STATE OF FLORIDA
COUNTY OF

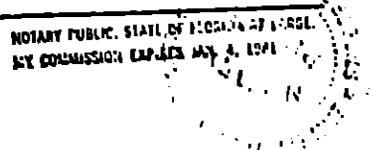
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

BUDDIE S. COOPER and J. W. COOPER

to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 5/31 day of March, 1979.

[Signature]
Notary Public - State of Florida at
Largo. My commission expires



CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT

1979 APR -6 AM 10 45

[Signature]
CLERK OF DISTRICT COURT