

RESOLUTION NO- 89 -162
RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, GREGORY A. WILSON and HARRIETT A. WILSON, his wife, as owners, sold a Warranty Deed, dated February 21, 1989 to the Board of County Commissioners of St. Johns County, Florida conveying to the County the land described thereon

WHEREAS, the deed was accepted by Stuart Craig, the County Contracting Agent on behalf of the County, pursuant to a previous County authorization by Resolution 88-59

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.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 8th day of August, 1989.

BOARD OF COUNTY COMMISSIONERS
of ST. JOHNS COUNTY, FLORIDA

BY: Stuart Craig
Its Chairman

ATTESTED: Carl "Bud" Markel, Clerk

BY: Rosemary Jones
Deputy Clerk

This Warranty Deed Made the 21st day of February A.D. 19 89 by

GREGORY A. WILSON and HARRIETT A. WILSON his wife

O.R. 812 PG 0558

hereinafter called the grantor, to
ST. JOHNS COUNTY

whose post office address is: P.O. DRAWER 349
ST. AUGUSTINE, FL. 32085-349

hereinafter called the grantee:

(Wherever used herein the term "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 \$TEN & NO/100 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz:

See Attached Schedule 'A'

Documentary Tax Pd. \$ 55.00
\$ 0 Intangible Tax Pd.
Carl "Bud" Markel, Clerk St. Johns
County By: Markel D.C.

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, 1988

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:

Peggy Ferrand
Lia B. Greene

Gregory A. Wilson U.S.
GREGORY A. WILSON U.S.
Harriett A. Wilson U.S.
Harriett A. Wilson U.S.

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 GREGORY A. WILSON and HARRIETT A. WILSON his wife

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 21st day of February, A.D. 19 89

Lia B. Greene
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Aug. 20, 1990
AC-2981

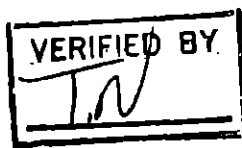
SCHEDULE "A"

A strip of land in lot or tract 13 of the plat of F.N. Holmes property, as recorded in map book 2, page 36, public records of St. Johns County, Florida, more fully described as follows:

Commencing at the Northeast corner of said lot or tract; thence South 21 degrees 50 minutes 30 seconds East, on the East line of said lot or tract, 219.52 feet to the Point of Beginning at the Northeast corner of the herein described strip of land; thence continuing South 21 degrees 50 minutes 30 seconds East, on the East line of lot or tract, 63.11 feet; thence South 50 degrees 06 minutes West, parallel with the Southeast line of the Florida East Coast Railway right of way, 2,740.38 feet; thence North 22 degrees 00 minutes West, on the West line of said lot or tract and the East line of Government lot 3, Section 23, Township 7 South, Range 29 East, 63.05 feet; thence North 50 degrees 06 minutes East 2,740.56 feet to the Point of Beginning.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s) reside thereon.



FILED AND RECORDED IN
 PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLA.

89 FEB 22 PM 1:49

John "Tom" Munkel
 CLERK OF CIRCUIT COURT

**FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN FLORIDA REAL PROPERTY**

PART I

A. Grantor (Seller): Gregory A. Wilson & Harriett A. Wilson
 Individual/Agent Name Corporate Name (if applicable)
 P.O. Box 999, St. Augustine, FL 32085 (904) 824-2586
 Mailing Address City State Zip Code Phone No.

B. Grantee (Buyer): St. Johns County
 Individual/Agent Name Corporate Name (if applicable)
 4020 Lewis Speedway St. Augustine, FL 32085 (904) 824-8131
 Mailing Address City State Zip Code Phone No.

C. Description of Property: / /
 Lot No. Block No. Name of Subdivision
Northwood Drive Road Right of Way
 Other Description (if applicable)

D. Date of Sale: August 8, 1989 Type of Document: Warrenty Deed

E. Recorded in St. Johns County County(s).

PART II

Total Consideration Paid Or To Be Paid \$ -0-

PART III

FOR USE BY TAXPAYER IN DETERMINING CONSIDERATION NOT REQUIRED FOR FILING * (SEE REVERSE SIDE)	
1. Cash or Down Payment	\$ _____
2. New Or Existing Mortgages	\$ _____
3. Any Other Consideration	\$ _____
4. Total Consideration Paid or To Be Paid	\$ _____
5. If taxable consideration is \$100 or less or if the transaction is exempt, please explain briefly. _____ <u>Donation of Road Right of Way to St. Johns County</u>	

I hereby certify that this return has been examined by me and to the best of my knowledge and belief is a true and complete return.

Stuart Craig Contracting Agent St. Johns County 7/27/89
 Signature of Grantor, Grantee or Grantee's Agent Date

To be completed by the Clerk of the Circuit Court's Office.			
File Number _____	or O. R. Book _____	Page _____	or _____
Clerk's Date Stamp _____	Date Recorded _____		

SEND TO LOCAL DEPARTMENT OF REVENUE AREA OFFICE



Commitment for Title Insurance

TICOR TITLE INSURANCE COMPANY, (a stock company), a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating signatory of the Company.

TICOR TITLE INSURANCE COMPANY

By *William T. Seitz* President

Attest *Erich E. Eversbach* Secretary

ANCIENT CITY TITLE CO., INC.
P. O. DRAWER 1570
ST. AUGUSTINE, FL 32085

Countersigned:

By *Betty Garrio*
Validating Signatory

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall

be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Schedule A

Commitment No.	Effective Date of Commitment:
Your No.: AC-2981	February 6, 1989 @ 5:00 P. M.

Prepared For: David Pacetti

Inquiries Should be Directed to: Ancient City Title Co., Inc.
P. O. Drawer 1570
St. Augustine, FL 32085

- | 1. Policy or Policies to be issued: | Amount |
|---|---------------------|
| (a) <input checked="" type="checkbox"/> ALTA Owners Policy - Form <u>B</u> - 1970 | \$ <u>10,000.00</u> |
| Proposed Insured: ST. JOHNS COUNTY | |
| (b) <input type="checkbox"/> ALTA Loan Policy 1970 | \$ _____ |
| Proposed Insured: | |

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Gregory A. Wilson and Harriett A. Wilson, His Wife

4. The land referred to in this Commitment is located in the County of St. Johns
State of Florida and described as follows:

Commencing at the Northeast corner of said lot or tract; thence South 21 degrees 50 minutes 30 seconds East, on the East line of said lot or tract, 219.52 feet to the point of beginning at the Northeast corner of the herein described strip of land; thence continuing South 21 degrees 50 minutes 30 seconds East, on the East line of lot or tract, 63.11 feet; thence South 50 degrees 06 minutes West, parallel with the Southeast line of the Florida East Coast Railway right of way, 2,740.38 feet; thence North 22 degrees 00 minutes West, on the West line of said lot or tract and the East line of Government Lot 3, Section 23, Township 7 South, range 29 East, 63.05 feet; thence North 50 degrees 06 minutes East 2,740.56 feet to the point of beginning.

Schedule B

AC-2981

NOTE: FOR INFORMATION ONLY: 1988 County Taxes assessed in the amount of \$1,085.35 ARE NOT PAID. Parcel Account No. 096560-0000. (Includes caption & other lands)

- I. The following are the requirements to be complied with:
 1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 2. Payment of Item No. 3(a) in Section II below.
 3. Valid release of Item No. 3(c) in Section II below.
 4. Warranty Deed from Gregory A. Wilson and Harriett A. Wilson, his wife, to St. Johns County conveying caption property.

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
 3. Special Exceptions:
 - (a) Taxes for the year 1988 which are now due and payable in the amount of \$1,085.35,
 - (b) Grants of Easements (Non-Exclusive Easement, license and privilege for Ingress, Egress, Drainage and Utilities) as recorded in Official Records Book 684, page 1632; Official Records Book 768, page 12 and other instruments of record, all of the public records of St. Johns County, Florida.
 - (c) Mortgage from Gregory A. Wilson and Harriett A. Wilson (a/k/a Harriet A. Wilson), his wife to Barnett Bank of St. Johns County recorded October 31, 1988 in Official Records Book 800, page 1435 of the public records of St. Johns County, Florida, securing the sum of \$175,000.00. (Includes caption and other lands)