

RESOLUTION NO. 92-166

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN THE COPY OF THE ATTACHED CONTRACT NECESSARY FOR IMPROVING THE INTERSECTION AT COUNTY ROAD 5 A AND STATE ROAD 312 AND PROVIDING AN EFFECTIVE DATE.

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 the County's improvements to the intersection at County Road 5 A and State Road 312 from PHILIP B. GENOVAR; and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said Philip B. Genovar upon the terms and conditions contained therein, a copy of such proposed contract being attached hereto 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 County accepts the aforementioned Contract by Philip B. Genovar upon the terms and conditions contained therein:

Section 2. By its acceptance of such proposed Contract, the County agrees:

- a. To pay only the following costs involved in the purchase of said property from Philip B. Genovar.
  - i. Title Insurance
  - ii. Cost of preparation of the Deed
  - iii. Cost of recording the Deed.
  - iv. Any other charge which may be levied necessary to the recording of the Deed.
  - v. Documentary stamps on the deed
  - vi. Survey

Section 3. The Chairman of the Board of County Commissioners, St. Johns County, Florida, and the Clerk of the Circuit Court for St. Johns County, ex-officio Clerk of the Board of County Commissioners, St. Johns County, Florida or his designated Deputy Clerk, be, and they are hereby, authorized and directed to duly execute the original of such Contract.

Section 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 13th day of October, 1992.

ST. JOHNS COUNTY, FLORIDA

By: JL Bell  
of the Board of  
County Commissioners of  
St. Johns County, Florida

Chairman

ATTEST:

Cheryl Kent Deputy Clerk  
Clerk of the Circuit Court for  
St. Johns County, ex officio  
Clerk of the Board of County  
Commissioners, St. Johns County  
Florida.

CONTRACT

THIS AGREEMENT made and entered into this 13th day of October, 1992, by and between the Board of County Commissioners of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, herein called "County" and Philip B. Genovar, deeding non-homestead property hereinafter called "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 including two easements as described below 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 described in Exhibit "A" and highlighted on Exhibit "B" and easements described in Exhibit "C" and highlighted on Exhibit "D" for the purpose of improving the intersection at County Road 5 A and State Road 312.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and the County shall buy, for the purchase price hereinafter set forth, all that real estate described in Exhibit "A" and two easements described in Exhibit "C", both of which exhibits are attached hereto and made a part hereof.
2. The purchase price of the Property and Easements to be acquired by the County shall be \$91,700.00.
3. 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.
4. The Easements shall be perpetual and for ingress and egress and installation and maintenance of the underground drainage pipes, and for the purpose of doing any and all matters and things that are lawful and that may be necessary or desirable in connection with the construction and maintenance of said drainage pipes. Conveyance of the easements shall be by easement deed free and clear of all encumbrances.
5. It is understood and agreed that the County shall pay for a survey, 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 shall be prorated at time of closing.

6. In addition to the easement parcels described in Exhibit "C", and to facilitate the installation by St. Johns County of the underground drainage pipes, Seller will give to County on closing a temporary license for an additional 15 foot wide strip of land adjoining each easement so that the County will have a thirty (30) foot wide working area upon which it may enter for doing the installation work. The temporary license shall be effective until June 1, 1993. Provided, however, in order to avoid interference with any prospective contract for sale between Seller and any third party, Seller may give written notice to the County to perform the installation work within 60 days from date of delivery of such notice to the County, and County agrees to perform the installation within 60 days from receipt of said notice.

7. The County shall not establish an open ditch on the easements. The easements shall be used by the County only for the purpose of installation and maintenance of underground drainage pipes. The easements shall be nonexclusive. However, the County's written consent shall be obtained prior to use of the easement by any other party, including the Seller, which consent shall not be unreasonably withheld. Any use which will not interfere with the County's usage shall be deemed a reasonable use. No use which will interfere with the County's underground drainage pipes shall be allowed. After installation or any maintenance work on the underground pipes, the County shall restore the surface of the ground to the same condition as it existed prior to performance of the work.

8. Notices required to be sent to the County under this Contract shall be sent to the County Administrator at his office.

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:

*Patricia DeMaude*  
Witness as to County

*Bruce B. ...*  
Witness as to County

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: *L. B. ...*  
Chairman

ATTEST: *Cheryl Kent, Deputy Clerk*  
Clerk of the Circuit Court for  
St. Johns County, ex officio  
Clerk of the board of County  
Commissioners, St. Johns  
County, Florida

Paul A. Conn

Witness as to Seller

\_\_\_\_\_  
Witness as to Seller

"SELLER"

Philip B. Genovar

Philip B. Genovar  
1750 U. S. # 1 South  
St. Augustine, Florida

## PARCEL ONE:

That part of Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described as follows:

Beginning at the southeast corner of parcel IV, Official Records Book 750, page 1079 of the Public Records of said county, thence North 81 degrees 02 minutes 00 seconds West, along the southerly line of said parcel IV, a distance of 15.00 feet; thence South 08 degrees 38 minutes 00 seconds West, 15 feet westerly of and parallel to the westerly right-of-way of County Road 5-A, a 66 foot right-of-way, 159.71 feet; thence South 57 degrees 21 minutes 24 seconds West 34.09 feet to the northerly right-of-way of State Road #312, a 120 foot right-of-way; thence southeasterly 40.87 feet, along said northerly right-of-way of State Road #312 along a nontangential curve having a radius of 1849.86 feet, a central angle of 01 degree 15 minutes 57 seconds, and a chord that bears South 75 degrees 01 minute 42 seconds East 40.87 feet to the westerly right-of-way of said County Road 5-A; thence North 08 degrees 38 minutes 00 seconds East, nontangential to the last said curve and along said westerly right-of-way of County Road 5-A, 187.36 feet to the Point of Beginning.

Containing 0.07 acres more or less.

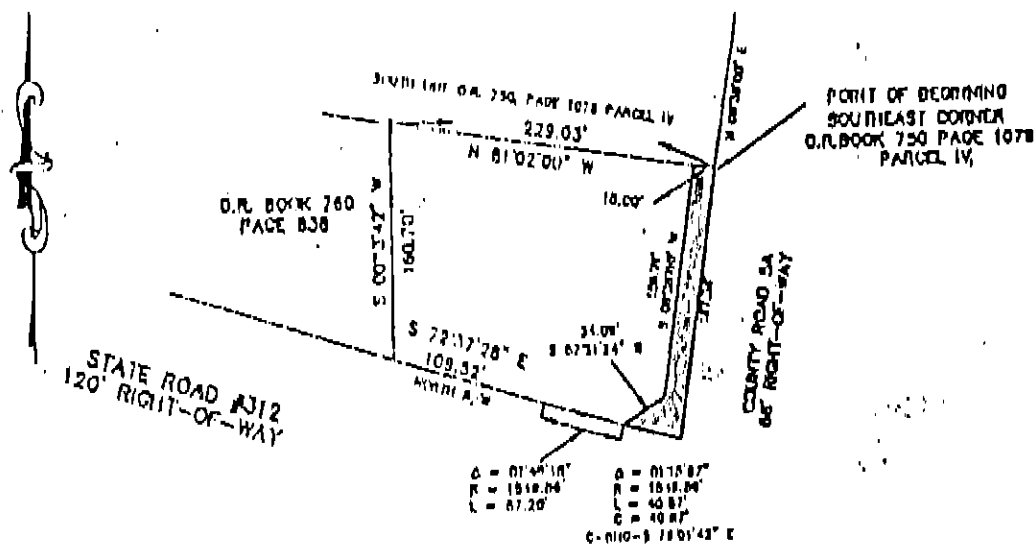
## PARCEL TWO:

That part of Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described as follows:

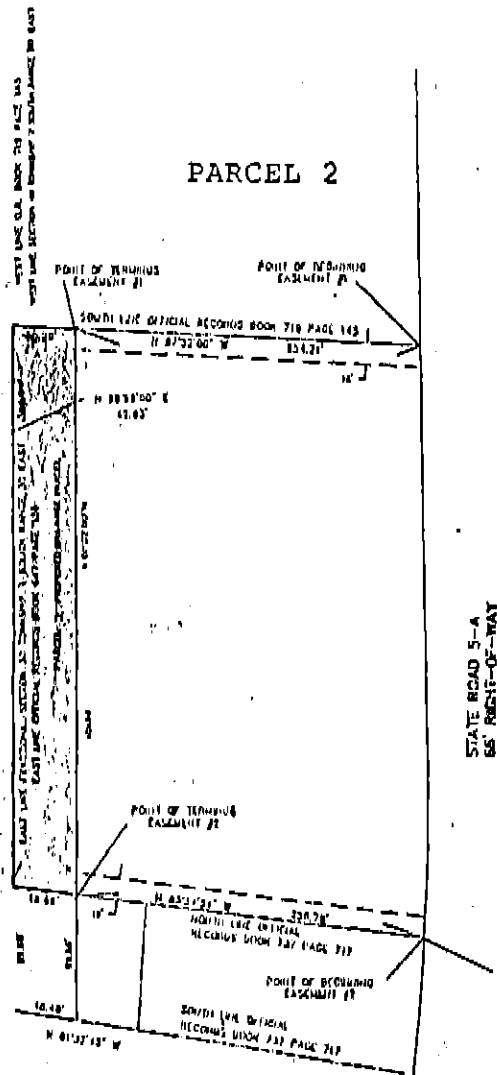
Commence at the southeast corner of the lands described in Official Records Book 719, Page 145 of the Public Records of said County; thence North 87 degrees 32 minutes 00 seconds West, along the south line of said lands in Official Records Book 719, Page 145, a distance of 254.21 feet to the Point of Beginning; thence continue North 87 degrees 32 minutes 00 seconds West, along the south line and westerly extension thereof, of said Official Records Book 719, page 145, a distance of 50.29 feet to the west line of said Section 41; thence South 01 degree 18 minutes 44 seconds East, along the west line of said Section 41, a distance of 398.64 feet to the intersection with the westerly extension of the north line of Official Records Book 717, page 717; thence South 81 degrees 34 minutes 54 seconds East, along said north line and westerly extension thereof, of Official Records Book 717, page 717, a distance of 48.66 feet; thence North 01 degree 02 minutes 00 seconds West 401.88 feet to the Point of Beginning.

Containing 0.45 acres more or less.

PARCEL 1



PARCEL 2



**PARCEL THREE: (15 FEET WIDE EASEMENT)**

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet South of the following described line:

Beginning at the southeast corner of the lands described in Official Records Book 719, Page 145 of the Public Records of said county; thence North 87 degrees 32 minutes 00 seconds West, along the South line of said lands in Official Records Book 719, Page 145 a distance of 254.21 feet and there terminating. Said parcel extends easterly to the westerly right-of-way of State Road 5-A, a 66 foot right-of-way, and westerly to the east line of Parcel Two above described.

**PARCEL FOUR: (15 FEET WIDE EASEMENT)**

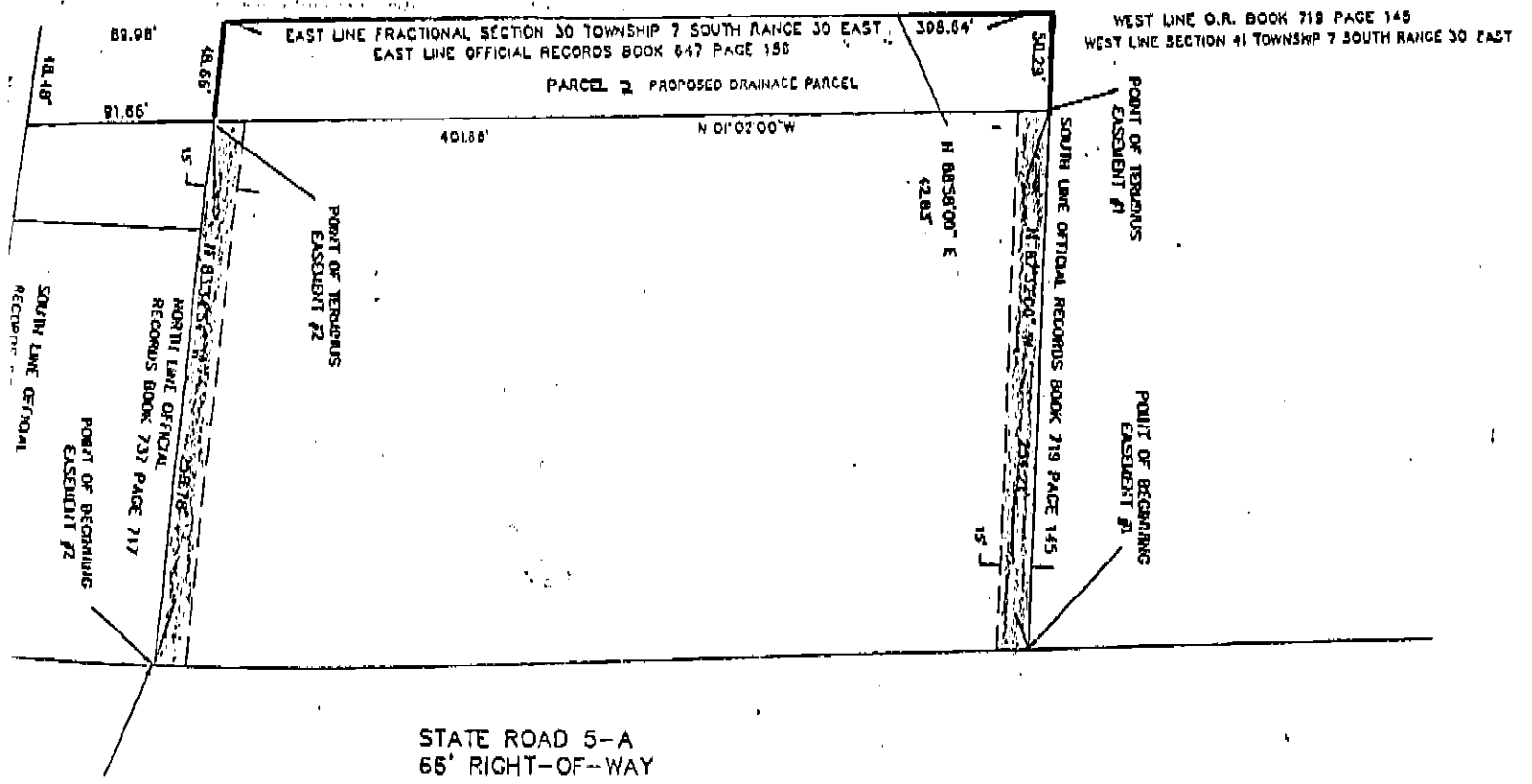
A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within a parcel of land lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet North of the following described line:

Beginning at the northeast corner of the lands described in Official Records Book 737, Page 717 of the Public Records of said county; thence North 83 degrees 34 minutes 54 seconds West, along the North line of said lands in Official Records Book 737, Page 717, a distance of 258.78 feet and there terminating. Said parcel extends easterly to the West right-of-way of State Road 5-A, a 66 foot right-of-way, and westerly to the East line of Parcel Two above described.

**EXHIBIT "C"**



### PARCEL 3 AND 4 EASEMENTS



Prepared By: **LUANNE R. HICKEY**  
**NORTH FLORIDA TITLE COMPANY**  
93-A ORANGE STREET ST. AUGUSTINE, FL 32084

Incidental to the issuance of a title insurance policy.

File No.: **92-4321SA**

Parcel ID # **135085-0000**

Grantee(s) SS # **59-6000825**

Recorded in Public Records St. Johns County, FL  
Clerk # 92032597 O.R. 964 PG 805 03:47PM 11-02-92  
Recording 13.00 Surcharge 2.00 Doc Stamp 641.90

**WARRANTY DEED**  
(INDIVIDUAL)



This WARRANTY DEED, dated **October 30, 1992** by  
**PHILIP B. GENOVAR, a single man**

whose post office address is  
**1750 U.S. 1 SOUTH ST. AUGUSTINE, FL 32084**

hereinafter called the GRANTOR, to  
**ST. JOHNS COUNTY, a political subdivision of the State of Florida**

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

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, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **St. Johns County, Florida, viz:**

Property as described in attached "Exhibit A" which description is made a part hereof by reference as though fully and completely set forth herein.

Subject to restrictions, reservations, easements and covenants of record, if any. This reference to restrictions shall not operate to reimpose same. FURTHER SUBJECT TO Restriction as set forth on attached "Exhibit B".

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1992 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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 except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

*Philip B. Genovar*  
\_\_\_\_\_  
**PHILIP B. GENOVAR**

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: *David G. Conn*  
Print Name: **DAVID G. CONN**

Signature: *Luanne R. Hickey*  
Print Name: **LUANNE R. HICKEY**

State of Florida  
County of St. Johns

I am a notary public of the state of Florida, and my commission expires: 9-25-95.

THE FOREGOING INSTRUMENT was acknowledged before me on October 30, 1992 by

**PHILIP B. GENOVAR**

who is personally known to me or who has produced his Florida Drivers License as identification and who did take an oath.  
(type of identification) (did/did not)

**LUANNE R. HICKEY**  
Notary Public, State of Florida  
My Comm. expires Sept. 25, 1995  
Notary No. CC 146774  
Bonded thru Prichard Ins. Agency

Signature: *Luanne R. Hickey*  
Print Name: **LUANNE R. HICKEY** Notary Public

PARCEL ONE:

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PARCEL TWO:

That part of Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, described as follows:

Commence at the southeast corner of the lands described in Official Records Book 719, Page 145 of the Public Records of said County; thence North 87 degrees 32 minutes 00 seconds West, along the south line of said lands in Official Records Book 719, Page 145, a distance of 254.21 feet to the Point of Beginning; thence continue North 87 degrees 32 minutes 00 seconds West, along the south line and westerly extension thereof, of said Official Records Book 719, page 145, a distance of 50.29 feet to the west line of said Section 41; thence South 01 degree 18 minutes 44 seconds East, along the west line of said Section 41, a distance of 398.64 feet to the intersection with the westerly extension of the north line of Official Records Book 737, page 717; thence South 83 degrees 34 minutes 54 seconds East, along said north line and westerly extension thereof, of Official Records Book 737, page 717, a distance of 48.66 feet; thence North 01 degree 02 minutes 00 seconds West 401.88 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS FOR INGRESS AND EGRESS.

PARCEL THREE: (15 Feet Wide Easement)

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet South of the following described line:

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PARCEL FOUR: (15 Feet Wide Easement)

A perpetual and nonexclusive easement for ingress and egress and installation and maintenance of underground drainage pipes lying within a parcel of land lying within Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, lying 15 feet North of the following described line:

Beginning at the northeast corner of the lands described in Official Records Book 737, Page 717 of the Public Records of said County; thence North 83 degrees 34 minutes 54 seconds West, along the North line of said lands in Official Records Book 737, Page 717, a distance of 258.78 feet and there terminating. Said parcel extends easterly to the West right-of-way of State Road 5-A, a 66 foot right-of-way, and westerly to the East line of Parcel Two above described.

"Exhibit B"

1. Grantee shall not establish an open ditch on the easements.
2. The easements shall be used by the Grantee only for the purpose of installation and maintenance of underground drainage pipes.
3. The easements shall be non-exclusive.
4. The Grantee's written consent shall be obtained prior to use of the easements by any other party, including Grantor, which consent shall not be unreasonably withheld. Any use which will not interfere with the Grantee's underground drainage pipes shall be allowed. After installation or any maintenance work on the underground pipes, the Grantee shall restore the surface of the ground to the same condition as it existed prior to the performance of the work.