

RESOLUTION NO. 93-118

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA
ACCEPTING A WARRANTY DEED FROM FLORIDA
MEMORIAL COLLEGE FOR A FIRE STATION SITE.

WHEREAS, St. Johns County, a political subdivision of the State of Florida, hereinafter called "the County", received a warranty deed from Florida Memorial College, Miami, Florida hereinafter called "the College"; and

WHEREAS, the County is desirous of accepting the warranty deed offered by the College, upon the terms and conditions contained herein, a copy of such warranty deed being attached hereto.

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 warranty deed from the College and the terms and conditions contained therein.

Section 2. The Clerk is instructed to record the warranty deed in the official public records of St. Johns County, Florida at the County's expense.

PASSED AND ADOPTED THIS 27th day of July,
1993.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Linda Balsavage
Its Chair-Linda Balsavage

ATTEST: CARL "BUD" MARKEL, CLERK

By: Juanne Carter
Deputy Clerk



This Instrument Prepared By:

Stephen J. Helfman, Esq.
Weiss Serota & Helfman, P.A.
2665 South Bayshore Drive
Suite 204
Miami, Florida 33133

Telephone: (305) 854-0800

WARRANTY DEED

This Warranty Deed is made by Florida Memorial College, Inc., a Florida corporation ("Grantor"), whose address is 15800 N.W. 42nd Avenue, Miami, FL 33142, and St. Johns County, a political subdivision of the State of Florida ("Grantee"), whose address is c/o Nicholas M. Meiszer, County Administrator, P.O. Drawer 349, St. Augustine, FL 32085-0349.

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13 and 17, Block J, and that part of Block G lying southerly of State Road 214 as now established, all lying in College Park Institute Subdivision, as recorded in Map Book 3, Page 22, of the Public Records of St. Johns County, Florida.

The above described property is vacant land and is not the homestead of the Grantor.

TOGETHER WITH all easements, tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining to the property; and

TOGETHER WITH all buildings and other improvements now or hereafter located on the property.

TO HAVE AND TO HOLD the same in fee simple forever.

WTR Yvonne Carter
BCC Sec
3-lic 13+2
Doc 404



Recorded in Public Records, St. Johns County, FL
Clerk # 93022970 O.R. 1004 PG 70 11:31AM 07-30-93
Recording 13.00 Surcharge 2.00 Doc Stamp 0.70

SUBJECT TO all covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1993 and subsequent years; and all applicable zoning ordinances, restrictions and prohibitions imposed by governmental authorities, if any; and

This conveyance is expressly made subject to the following Special Conditions and the Grantor's right of reverter described below:

1. The use of the property shall be restricted for 25 years to a fire station and all purposes incidental thereto.

2. Grantee agrees to construct a fire station upon the property in accordance with plans and specifications submitted to the Grantor for review and exterior architecture approval, which approval shall not be unreasonably withheld.

3. Grantee agrees to commence construction of the fire station within one year of the date of this conveyance and to complete construction within two years of the date of this conveyance. Commencement of construction shall be defined as the date on which the Grantee files for recording with the Clerk's office a notice of commencement pursuant to Chapter 713, Florida Statutes. Completion of construction shall be defined as the date on which the improvements are substantially completed and a certificate of use has been issued by the appropriate governmental authority.

4. Grantee agrees that the property shall be continuously operated as a fire station for a period of no less than 25 years.

It is expressly provided that upon Grantee's breach or violation of any of the above Special Conditions, Grantor may record an affidavit in the Public Records of St. Johns County, Florida evidencing the nature of the breach. The title to the property shall revert to the Grantor, or its successors in interest, heirs and assigns, and the Grantor shall have the right to reenter and repossess the property and any improvements located thereon 30 days after (i) the affidavit is recorded and (ii) notice of such recording is delivered to the Grantee's administrator.

Grantor covenants with the Grantee that at the time of delivery of this deed, subject to the matters described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey the property; that the property is free from all encumbrances; that Grantee will have the peaceable and quiet possession of the property; and that Grantor fully warrants the title to the property, and will defend the property against the lawful claims of all persons whomsoever.

Grantor has caused this instrument to be duly executed in its name, on this 21st day of June, 1993.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: GRACE L. ALI

FLORIDA MEMORIAL COLLEGE, INC., a Florida corporation

Nicole Harper
Print Name: NICOLE HARPER

By: [Signature]
Its President
Print Name ALBERT E SMITH

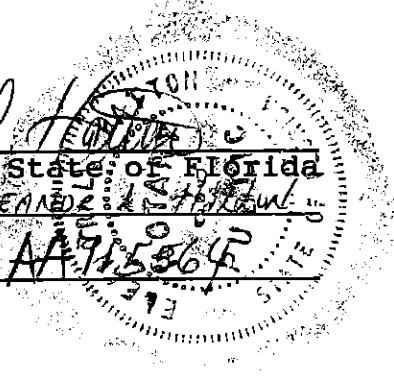
STATE OF FLORIDA)
)ss
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of June, 1993 by Albert E Smith, as President of Florida Memorial College, Inc., a Florida corporation, on behalf of the college, who is personally known to me or who has produced DRIVER'S LICENSE as identification and did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 14, 1993
BONDED THRU GENERAL INS. UND.

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: ELEANOR A. TAYLOR
Commission No. AA915304



174.002

WEISS SEROTA & HELFMAN, P.A.

ATTORNEYS AT LAW

2885 SOUTH BAYSHORE DRIVE

SUITE 204

MIAMI, FLORIDA 33133

TELEPHONE (305) 854-0800

TELECOPIER (305) 854-2323

LILLIAN ARANGO DE LA HOZ
EDWARD G. GUEDES
STEPHEN J. HELFMAN
GILBERTO PASTORIZA
ELLEN NOLEN SAUL
JOSEPH H. SEROTA
ROBERT TISCHENKEL
RICHARD JAY WEISS

BROWARD OFFICE
500 SOUTHEAST 6TH STREET
SUITE 200
FORT LAUDERDALE, FLORIDA 33301
TELEPHONE (305) 763-1189

July 14, 1993

VIA FEDERAL EXPRESS

James C. Sisco, Esq.
County Attorney
St. Johns County
Post Office Box 1535
St. Augustine, FL 32085-1535

Re: Florida Memorial College Conveyance of Fire Station
Property to St. Johns County

Dear Jim:

Enclosed is the executed deed from the College conveying the fire station property to St. Johns County. As we discussed, I have deleted the following sentence on page 2 of the deed as it was unacceptable to the College:

"After title to the property has reverted to Grantor, nothing contained herein shall preclude Grantee from challenging the effectiveness of the reversion."

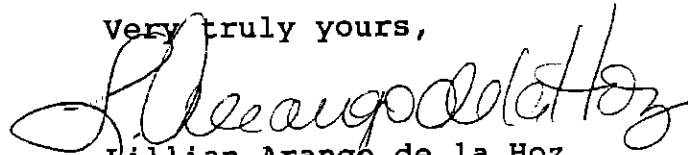
Most importantly, please note that the College has not conducted its own title examination or survey of the property or verified the legal description contained in the deed. Therefore, the College makes no warranties or representations concerning its title to the property, the location of the property or its size. It is our understanding that the County has conducted its own independent title examination and survey of the property and has ascertained the correct legal description for the property.

~~After recording of the deed in the public records of St. Johns County, please forward a recorded copy to our office.~~

James C. Sisco, Esq.
July 14, 1993
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Should you have any questions or comments regarding this matter, please contact me.

Very truly yours,



Lillian Arango de la Hoz

LAD/ne
174.002
cc: Mrs. Grace L. Ali, C.P.A.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners

OFFICE OF THE
COUNTY ATTORNEY

P.O. BOX 1533
SAINT AUGUSTINE, FLORIDA
32085-1533



PHONE: (904) 823-2458
FAX: (904) 823-2507

MEMORANDUM

TO: Nick Meiszer, County Administrator
Moses "Coach" Floyd, Commissioner

FROM: James G. Sisco
County Attorney *JGS*

DATE: July 15, 1993

RE: Executed deed from Florida Memorial College

I just received an executed Warranty Deed from Florida Memorial College dated June 21, 1993 together with a cover letter dated July 14, 1993 from Weiss Serota & Helfman, P.A. I am enclosing the original deed and a copy of the cover letter with the copy of this memorandum that is delivered to the County Administrator. I am enclosing a copy of the deed and a copy of the cover letter with the copy of this memorandum that is delivered to Commissioner Floyd. I note the following:

- A. The words "After title to the property has reverted to Grantor, nothing contained herein shall preclude Grantee from challenging the effectiveness of the reversion" were deleted from the draft that I and the College's lawyer had tentatively agreed upon subject to approval by our clients.
- B. The cover letter's disclaimer of title is totally at odds with the warranty of title set forth in the warranty deed.

The minutes of the May 25, 1993 County Commission meeting indicate that Commissioner Brinkhoff requested more information about the final language on the deed. I seem to recall that the Board wished to review the final deed before it was accepted and recorded by the County. You may wish to listen to the tapes in that regard. In any event, there should be some record Board action, preferably a resolution, that accepts the deed before it is recorded in the official public records of St. Johns County.

JGS/sh
Encls.