

RESOLUTION NO. 2003- 70

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN AGREEMENT AND AN AMENDMENT TO A WARRANTY DEED TO ALLOW CONSTRUCTION OF A FIRE STATION ON COUNTY OWNED PROPERTY.**

**WHEREAS**, in 1982, St. Johns County was conveyed certain property located on Ponte Vedra Boulevard (SR A1A North), as shown on attached map, subject to restrictions as stated in Exhibit "A" of the Agreement attached hereto as Exhibit "A", incorporated by reference and made a part hereof. The permitted uses included picnicking, bathing, boating, bathing house or picnic pavilions, community church and the sponsoring of other recreational and social activities by groups approved by the St. Johns County Commission; and

**WHEREAS**, The St. Johns County Fire Department has identified this location for the construction of a Fire Station which will be ideally located within their five road mile response area. This construction will require an amendment to the deed restrictions. Beach parking on a portion of subject property will be allowed thereby complying with original restrictions placed on subject property. There is a current parking area adjacent to the property; and

**WHEREAS**, the parties are desirous of entering into an Agreement whereby Virginia M. Goodwin will execute an Amendment to Warranty Deed, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, allowing construction of a fire station on the County owned property and the County agrees to compensate Virginia M. Goodwin \$12,000.00 for said amendment; and

**WHEREAS**, the fire station in this location will better serve the citizens in the South Ponte Vedra area and coincide with their five road mile response areas.

**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 above described Agreement and Amendment to Warranty Deed attached as Exhibit "A" and Exhibit "B" are hereby accepted.

Section 3. The Clerk of the Circuit Court is instructed to file the original Agreement and record the original Amendment to Warranty Deed in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 8 day of April, 2003.

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

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia Nostrand  
Deputy Clerk

RENDITION DATE 04-10-03



Exhibit "A" to Resolution

**AGREEMENT**

**THIS AGREEMENT** is made this 19<sup>th</sup> day of March, 2003, by and between Virginia M. Goodwin, unmarried surviving spouse of J.W. Goodwin, deceased, whose address is 2290 Ray Thorington Rd., and ST. JOHNS COUNTY, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida, 32084. Pike Rd. A1A 36064

**RECITALS:**

A. St. Johns County acquired certain property located on Ponte Vedra Boulevard (SR A1A North) subject to restrictions on, June 1, 1982 in Official Records Book 565 Page 223 and amended in Official Records Book 653 Page 1239 all of the public records of St. Johns County, Florida, attached hereto as Exhibit "A".

B. The St. Johns County Fire Department has identified this location for the construction of a Fire Station which will require an amendment to said restrictions. The fire station in this location will better serve the citizens in the South Ponte Vedra area and coincide with their five mile radius response areas. Beach parking on a portion of subject property will continue thereby complying with original restrictions placed on subject property.

C. The parties are desirous of entering into an agreement whereby Virginia M. Goodwin will execute an Amendment to Warranty Deed allowing construction of a fire station on the County owned property and the County agrees to compensate Virginia M. Goodwin for said Amendment.

**NOW THEREFORE**, in consideration of the mutual agreement made herein, St. Johns County and Virginia M. Goodwin agree as follows:


1. **RECITALS.** The parties agree that the matters set forth in the Recitals are true and correct.

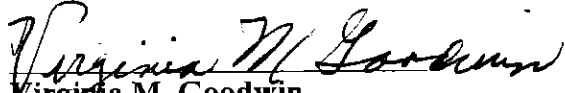
2. **AMENDMENT TO WARRANTY DEED.** St. Johns County shall compensate Virginia M. Goodwin the amount of \$12,000.00 and Virginia M. Goodwin shall execute said Amendment to Warranty Deed attached hereto as Exhibit "B" incorporated by reference and made a part hereof.


3. **FEES AND COSTS.** All fees and costs associated with recording the Amendment to Warranty Deed shall be paid by St. Johns County.

**IN WITNESS WHEREOF**, St. Johns County and Virginia M. Goodwin have each caused this Agreement to be executed and delivered by their duly appointed officers, the day and year first above written.

Signed in the presence of:

  
Print Name: Rhonda Jackson

  
Virginia M. Goodwin

  
Print Name: Terry LeBour

**ST. JOHNS COUNTY**

Print Name: \_\_\_\_\_

\_\_\_\_\_  
**Ben W. Adams, Jr.**  
**County Administrator**

Print Name: \_\_\_\_\_

Exhibit A to Agreement

OFF REC 565 PAGE 223

T. b. 60 100 100

THIS INSTRUMENT WAS PREPARED BY: W. W. Corwell  
FOSTER & CONWELL  
2015 Second Avenue North  
Birmingham, Alabama 35203

82 17265

THIS WARRANTY DEED Made and executed the 1<sup>st</sup> day of June, A.D., 1982 by J. W. GOODWIN and wife, VIRGINIA M. GOODWIN, of Birmingham, Alabama, hereinafter called the grantors, to ST. JOHNS COUNTY of the State of Florida, whose post office address is County Court-house, St. Augustine, Florida, 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.)

WITNESSETH: That the grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in St. Johns County, Florida, viz:

All of the lands described in Exhibit "A" to this Deed which is attached hereto and made a part hereof by this reference as if set forth herein in its entirety, less and except oil, gas and mineral rights.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, subject, however, to the terms and conditions set forth in Exhibit B, attached hereto and made a part hereof as if fully set forth herein.

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

AND, the grantors hereby covenant with said grantee that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant 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, grantors do not warrant or agree to defend or be liable for the following:

1. Riparian rights as to the Atlantic Ocean and Marsh.
2. Any portion of said lands lying below the normal high water mark of the Atlantic Ocean and Marsh.

3. The right, title or interest, if any, of the public to use as a public beach or recreational area any part of the land described under Exhibit "A" hereof lying between the water abutting said property and the most inland of any of the following:

- (a) the natural line of vegetation;
- (b) the most extreme high water mark;
- (c) the bulkhead line; or
- (d) any other which has been or which hereafter may

be legally established as relating to such public use.

4. Coastal Setback line as established by the State of Florida and on file in the Office of the Clerk of the Circuit Court, St. Johns County, Florida.

5. Taxes accruing, due or payable subsequent to January 1, 1982.

IN WITNESS WHEREOF, the grantors have caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in our presence

1. [Signature]

2. [Signature]

[Signature]  
 J. W. GOODWIN

[Signature]  
 VIRGINIA M. GOODWIN

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared J. W. GOODWIN and wife, VIRGINIA M. GOODWIN, 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.

WITNESS my hand and official seal in the County and State last aforesaid this day of June, A.D., 1982.

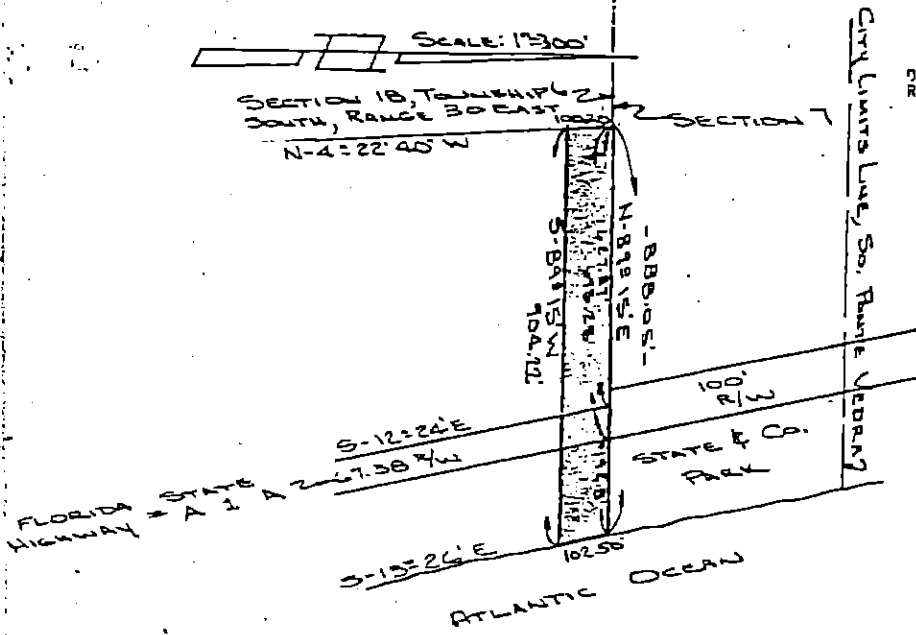
[Signature]  
 NOTARY PUBLIC  
 My commission expires: 4/8/84

space below for recorders use

SCALE: 1"=300'

SECTION 18, TOWNSHIP 6 SOUTH, RANGE 30 EAST SECTION 7  
N-4:22'40" W

OFF REC 565 PAGE 225



DESCRIPTION:

Begin at the intersection of the North line of Section 18, Township 6 South, Range 30 East with the Northeastly right-of-way line of Florida State Highway ALA; from the point of beginning thus obtained, thence run North 89 degrees, 15 minutes East for a distance of 192.8 feet to a point on the approximate water line of the Atlantic Ocean; thence run South 13 degrees, 26 minutes East along said Atlantic Ocean for a distance of 102.50 feet; thence run South 89 degrees, 15 minutes West for a distance of 904.22 feet; thence run North 4 degrees, 22 minutes, 40 seconds West for a distance of 100.20 feet; thence run North 69 degrees, 15 minutes East for a distance of 695.25 feet to the point of beginning. Less and except that property situated within the right-of-way line of Florida State Highway ALA. Said property contains 1.9 acres.

EXHIBIT A

## EXHIBIT B

J. W. Goodwin, fee owner of the real property described in Exhibit A, and located in St. Johns County, Florida, hereby makes the following declarations as to limitations, restrictions and uses to which the herein-conveyed tract may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said property and St. Johns County by the acceptance and recordation of this deed agrees to the following provisions. This declaration of restrictions being designed for the purpose of keeping said property dedicated to the use herein specified:

1. J. W. Goodwin hereby directs, and the County hereby covenants and agrees to and with Goodwin, his successors and assigns, that the premises hereby conveyed shall be used only for the purpose of picnicking, bathing and boating, and the sponsoring of other recreational and social activities by groups approved by the St. Johns County Commission; and that no structure shall be erected or maintained thereon except a bathing house or picnic pavilions, or other structures in keeping with the hereinbefore limited uses, provided, however, nothing herein shall prohibit the construction and operation of a community church on said property, and that no such structure shall extend in height above twenty-five feet (25'), nor be located closer than twenty-five feet (25') to the southerly property line of the property described on Exhibit A.

2. The County, its successors and assigns, shall be responsible for all landscaping and construction of needed facilities, as well as generally maintaining the premises and providing adequate security and police protection.

3. The said Goodwin may erect at his option upon the southerly line of said strip a fence to separate the same from his



other holdings, and at his own cost maintain and keep the same in good repair. The County, its successors and assigns, shall at all times maintain a 25 foot wide buffer zone north of the southerly property line consisting entirely of native vegetation.

4. No intoxicating liquors shall be kept for sale, or sold on said premises.

5. In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefitted by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses of the area's waters and shore lands, the County will not use the above-described property in such a manner that would result in the draining or dumping into any body of water of any refuse, sewage, or other material which might tend to pollute said waters.

6. All lavatories and/or toilets shall be built indoors and connected with a septic tank until such time as a sewer system shall be maintained, at which time the County, its successors or assigns, agrees to connect said premises therewith.

7. No part of said premises shall be used or occupied injuriously to affect the use, occupation or value of the adjoining or adjacent premises for residential purposes, or the neighborhood wherein said premises are situated.

8. The property to the east of State Highway A-1-A shall be maintained in its natural state except for parking within 25 feet of the highway right-of-way and the building of bathing facilities or wooden walkways. No entry from A-1-A to the beach shall be permitted through this property for any type of vehicular traffic.

9. The County within 18 months shall clear, grade ~~and~~ surface such portion of the subject property to the west of A-1-A to provide for at least 75 parking spaces.

*from 12/14/82 [Signature]* *OK [Signature]*

10. Said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever bind-

ing upon the County, its successors and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantor herein named, his successors and assigns; and as a general plan for the benefit of said tract.

11. It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

12. Goodwin, his successors and assigns, or the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, who have derived or who shall hereafter derive title from or through Goodwin, may enforce any covenants, conditions, or restrictions by instituting or prosecuting any proceedings, at law or in equity, against the County, its successors or assigns, for violating or threatening to violate any covenant herein contained. And such remedies shall be considered cumulative to all other remedies.

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHN'S COUNTY, FLA.

1982 DEC 16 AM 10:21

*Paul [Signature]*  
CLERK OF CIRCUIT COURT

Exhibit B to Agreement

AMENDMENT TO WARRANTY DEED

THIS AMENDMENT TO WARRANTY DEED Made and executed this 19<sup>th</sup>  
day of March, 2003, by VIRGINIA M. GOODWIN, unmarried surviving  
spouse of J.W. Goodwin, deceased, whose address is:  
2290 Raythornton Rd. Pike Rd. Na 36064, hereinafter called the  
"grantors", to ST. JOHNS COUNTY, of the State of Florida, whose post office address is  
4020 Lewis Speedway, St. Augustine, FL 32084, hereinafter called the "grantee".

WITNESSETH: That the grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents do hereby amend that certain Warranty Deed dated June 1, 1982, and recorded in Official Records Book 565 Page 223 and amended in Official Records Book 653 Page 1239 all of the public records of St. Johns County, Florida, wherein J.W. Goodwin and Virginia M. Goodwin, his wife, conveyed certain lands to St. Johns County with restrictions.

By this amendment to Warranty Deed, the grantors hereby modify said restrictions of Exhibit "B" paragraph 1 in the Warranty Deed to add the following:

"The County may construct a Fire Station on the property described in Exhibit "A" on the west side of Highway A1A"

IN WITNESS WHEREOF, the grantors have caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in  
Our presence:

Rhonda Jackson  
Witness

Virginia M. Goodwin  
Virginia M. Goodwin


Rhonda Jackson  
Print Name

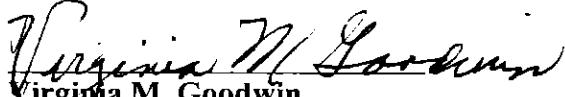
Terry DeBrow  
Witness


Terry DeBrow  
Print Name

IN WITNESS WHEREOF, St. Johns County and Virginia M. Goodwin have each caused this Agreement to be executed and delivered by their duly appointed officers, the day and year first above written.

Signed in the presence of:

  
Print Name: Rhonda Jackson

  
Virginia M. Goodwin

  
Print Name: Terry LeBrun

ST. JOHNS COUNTY

Print Name: \_\_\_\_\_

\_\_\_\_\_  
**Ben W. Adams, Jr.**  
County Administrator

Print Name: \_\_\_\_\_

Exhibit "B" to Resolution

AMENDMENT TO WARRANTY DEED

THIS AMENDMENT TO WARRANTY DEED Made and executed this 19<sup>th</sup> day of March, 2003, by VIRGINIA M. GOODWIN, unmarried surviving spouse of J.W. Goodwin, deceased, whose address is: 2290 Ray Thoenigton Rd. Pike Ala 36064 hereinafter called the "grantors", to ST. JOHNS COUNTY, of the State of Florida, whose post office address is 4020 Lewis Speedway, St. Augustine, FL 32084, hereinafter called the "grantee".

WITNESSETH: That the grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents do hereby amend that certain Warranty Deed dated June 1, 1982, and recorded in Official Records Book 565 Page 223 and amended in Official Records Book 653 Page 1239 all of the public records of St. Johns County, Florida, wherein J.W. Goodwin and Virginia M. Goodwin, his wife, conveyed certain lands to St. Johns County with restrictions.

By this amendment to Warranty Deed, the grantors hereby modify said restrictions of Exhibit "B" paragraph 1 in the Warranty Deed to add the following:

"The County may construct a Fire Station on the property described in Exhibit "A" on the west side of Highway A1A"

IN WITNESS WHEREOF, the grantors have caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in  
Our presence:

Rhonda Jackson  
Witness

Virginia M Goodwin  
Virginia M. Goodwin

Rhonda Jackson  
Print Name

Terry Brown  
Witness

Terry Brown  
Print Name

STATE OF Alabama  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2003, by Virginia M. Goodwin, who has is personally known to me or has produced \_\_\_\_\_ as identification.

Maria E. Callahan  
Notary Public

Notary Public, Alabama, State at Large  
My Commission Expires November 4, 2003

AMENDMENT TO WARRANTY DEED

THIS AMENDMENT TO WARRANTY DEED Made and executed the 24th day of July, A.D., 1984, by J. W. GOODWIN and wife, VIRGINIA M. GOODWIN, of Birmingham, Alabama, hereinafter called the "grantors", to ST. JOHNS COUNTY, of the State of Florida, whose post office address is County Courthouse, St. Augustine, Florida, 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.)

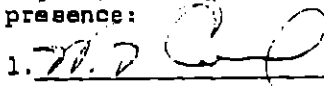
WITNESSETH: That the grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents do hereby amend that certain Warranty Deed dated June 1, 1982, that is recorded in Official Records Book 565, page 223, et seq., of the official public records of St. Johns County, Florida, wherein J. W. Goodwin and Virginia M. Goodwin, his wife, conveyed certain lands to St. Johns County with conditions.

By this Amendment to Warranty Deed, the grantors hereby modify said conditions of the Warranty Deed by deleting paragraph 9 of the conditions and substituting the following in its stead:

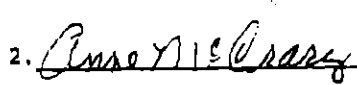
9. On or before October 1, 1985, the County shall clear and grade such portion of the subject property to the west of A1A to provide for at least 75 parking spaces.


IN WITNESS WHEREOF, the grantors have caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in our presence:

1. 

  
J. W. GOODWIN

2. 

  
VIRGINIA M. GOODWIN

STATE OF ALABAMA )  
JEFFERSON COUNTY )

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 J. W. GOODWIN and wife, VIRGINIA M. GOODWIN, 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.

WITNESS my hand and official seal in the County and State last aforesaid, this 25<sup>th</sup> day of July, 1984.

Amy W Conwell  
Notary Public

My commission expires: 11-25-84

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
JEFFERSON COUNTY ALA.  
1984 AUG 16 PM 1:52  
Paul "Bud" Munkel  
CLERK OF CIRCUIT COURT