

RESOLUTION NO. 88-155

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF CERTAIN PROPERTY NECESSARY FOR THE CONSTRUCTION OF A LIMITED ACCESS HIGHWAY AS AN EXTENSION OF 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 construction of a limited access highway as an extension of State Road 312 from MOULTRIE, INC., and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said MOULTRIE, INC. upon the terms and conditions contained therein, a copy of such proposed Contract 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 Contract as offered by MOULTRIE, INC. 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 MOULTRIE, INC.:

- i. Title Insurance.
- ii. Cost of preparation of the Deed.
- iii. Cost of recording the Deed.
- iv. Any other charges which may be levied necessary to the recording of the Deed.

Section 3. That the purchase of the subject lands pursuant to the Contract with MOULTRIE, INC. eliminates the

costs, including payment of the property owner's expert witness fees and attorney's fees, that would be charged to the County if title were obtained by condemnation. The purchase price as set forth in said contract thus represents all compensation to be paid to MOULTRIE, INC., including the purchase price of the property to be acquired by the County, attorney's fees and any other costs not specifically enumerated in Section 2.a. hereof.

Section 4. 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 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 14th day of June, A. D., 1988.

ST. JOHNS COUNTY, FLORIDA

By: Lawrence O. Hardley  
Chairman of the Board of  
County Commissioners of  
St. Johns County, Florida

ATTEST:

Carl B. Marshall  
Clerk of the Circuit Court for  
St. Johns County, ex officio  
Clerk of the Board of County  
Commissioners, St. Johns  
County, Florida

C O N T R A C T

THIS AGREEMENT made and entered into this 10 day of June, A. D., 1988, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and MOULTRIE, INC., hereinafter called "Seller."

W I T N E S S E T H:

WHEREAS, the County proposes to construct a limited access highway as an extension of State Road 312, a portion of which will cross a portion of the property of the Seller, and

WHEREAS, the County is desirous of purchasing, on a negotiated basis, the property rights necessary for the construction of such limited access highway and Seller are desirous of selling upon the terms and conditions hereinafter expressed.

NOW, THEREFORE, it is mutually agreed as follows:

1. Seller shall sell and County shall buy, for the purchase price hereinafter set forth, all that real property as delineated in Exhibit "A" attached hereto and made a part hereof, together with all rights of access, light, air and view along such property being acquired by the County and the remaining lands of the Seller.

2. The purchase price of the property rights to be acquired by the County shall be \$35,000 per acre.

3. Conveyance shall be by good and sufficient warranty deed which shall convey the property in fee simple. The County shall have 30 days 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 15 days thereafter to clear such defects or exceptions and to close. The full purchase price shall be paid at the time of closing.

4. In the event the County proceeds with the construction of the State Road 312 extension, Seller may construct an intersection with deceleration lanes and signalization at the intersection of State Road 312 and the entrance road to Moultrie Lakes Commercial Park, with Seller paying one-half the costs of same and the County paying one-half the costs or the County may elect to construct such intersection with deceleration lanes and signalization and if the County so elects, Seller agrees to reimburse the County for one-half (1/2) of the costs incurred by the County for construction of such intersection, deceleration lanes and signalization connecting with State Road 312.

5. It is understood and agreed that the County shall pay for title insurance and for the cost of preparation of the deed, recording of the deed and any other charges which may be levied necessary to the recording of the deed.

6. The County agrees that it shall award a contract for the construction of such road no later than 4 years from the date of execution hereof and that in the event a contract for the construction of said State Road 312 extension is not awarded by such date, that the County will reconvey the property rights to be acquired hereunder to the Seller its successors and assigns.

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

Signed, sealed and delivered  
in the presence of:

ST. JOHNS COUNTY, FLORIDA

*Lynn M. McDonald*  
Witness as to County

By: *Lawrence O. Hartley*  
Chairman

*[Signature]*  
Witness as to County

ATTEST:  
*Carl B. Marshall*  
Clerk of the Circuit Court for  
St. Johns County, ex officio  
Clerk of the Board of County  
Commissioners, St. Johns  
County, Florida

"County"

MOULTRIE, INC.

*E. L. Tankersley*  
Witness as to Seller

By: *Dee Paul Dennis*  
Its President

*[Signature]*  
Witness as to Seller

"Seller"

THIS INDENTURE, made this 24th day of June, 1988 A.D.,  
Between MOULTRIE, INC., a Florida corporation,

GRANTORS;  
and ST. JOHNS COUNTY, a Political Subdivision of the State  
of Florida  
whose address is:  
Post Office Box 479, St. Augustine, Florida 320F  
GRANTEES.

WITNESSETH that the GRANTORS, for and in consideration of the  
sum of \$10.00 and other good and valuable consideration to GRANTORS  
in hand paid by GRANTEES, the receipt whereof is hereby acknowledged,  
have granted, bargained and sold to the said GRANTEES and GRANTEES'  
heirs and assigns forever, the following described land, situate,  
lying and being in the County of t. Johns , State of Florida  
to wit:

PROPERTY DESCRIBED ON ATTACHED EXHIBIT "A" WHICH DESCRIPTION IS MADE A  
PART HEREOF BY REFERENCE AS THOUGH FULLY AND COMPLETELY DESCRIBED  
HEREIN.

Documentary Tax Pd. \$ 129.80  
\$ 0 Intangible Tax Pd.  
Carl "Bud" Markel, Clerk St. Johns  
County By: abm D.C.

and the GRANTORS do hereby fully warrant the title to said land,  
and will defend the same against lawful claims of all persons  
whomsoever. Subject to taxes for the year 1988, and all subsequent  
years.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hand and  
seal the day and year first above written. Signed, sealed and  
delivered in our presence:

[Signature]  
(Witness)

MOULTRIE, INC.

[Signature]  
(Witness)

By: [Signature]  
Its President

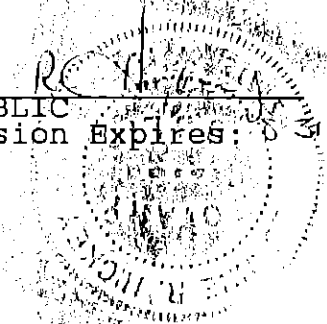
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly  
qualified to take acknowledgements, personally appeared  
GEORGE DAVID DENNISON, president of Moultrie, Inc., a Florida  
corporation  
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 24th day of June, 1988.

This Document Prepared By:  
Joanne DeCamp  
NORTH FLORIDA TITLE COMPANY  
1510 PONCE DE LEON BLVD., SUITE A  
ST. AUGUSTINE, FL 32085  
0269\*88-764SA

(SEAL)

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8-25-91  


## MOULTRIE LAKES - AREA OF TAKE

A PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°39'22" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 918.77 FEET, TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 312; THENCE NORTH 84°38'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.75 FEET, TO AN ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE SOUTH 89°39'22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET, TO AN ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE NORTH 86°44'45" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 557.70 FEET, TO AN ANGLE POINT IN SAID RIGHT-OF-WAY; THENCE SOUTH 85°23'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 202.13 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY (A 100-FOOT RIGHT-OF-WAY AT THIS POINT); THENCE SOUTH 02°54'46" EAST ALONG SAID RAILWAY RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET, TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89°39'22" EAST ALONG SAID NORTH LINE OF SOUTHEAST 1/4, A DISTANCE OF 1007.05 FEET, TO THE POINT OF BEGINNING, CONTAINING 29,250 SQUARE FEET, OR 0.672 ACRE, MORE OR LESS.



Exhibit "A"

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

88 JUL -1 PM 4:16

*Carl Marshall*  
CLERK OF CIRCUIT COURT