

RESOLUTION NO. 88-254

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR THE EXPANSION OF THE TILLMAN RIDGE SANITARY LANDFILL; 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 convey certain property necessary for the County's expansion of its Tillman Ridge sanitary landfill from ROBINSON IMPROVEMENT COMPANY, and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said ROBINSON IMPROVEMENT COMPANY 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 ROBINSON IMPROVEMENT COMPANY upon the terms and conditions contained therein.

Section 2. That the acquisition of the subject lands pursuant to the Contract with ROBINSON IMPROVEMENT COMPANY 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 ROBINSON IMPROVEMENT COMPANY, including the purchase price of the property rights to be acquired by the County and attorney's fees.

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 20th day of September, A. D., 1988.

ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Carl "Bud" Markel, Clerk

Deputy Lynn M. McDonald
Clerk of the Circuit Court for
St. Johns County, ex officio
Clerk of the Board of County
Commissioners, St. Johns
County, Florida

AGREEMENT FOR SALE
AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY is made this _____ day of September, 1988, by and between ROBINSON IMPROVEMENT COMPANY, a Florida corporation, ("Seller") and the COUNTY OF ST. JOHNS, STATE OF FLORIDA, a body politic and political subdivision of the State of Florida, ("Purchaser").

I

AGREEMENT TO SELL; PURCHASE PRICE

1.01 Agreement to Sell and Convey.

Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions set forth below, that certain parcel of land lying and being situated in the County of St. Johns, State of Florida, more particularly described on Exhibit A attached hereto and made a part hereof ("Property").

1.02 Purchase Price.

The total purchase price for the Property shall be Five Hundred Ninety Thousand and no/100 Dollars (\$590,000.00).

The Purchase Price to be paid by the Purchaser is payable as follows:

- | | |
|--|----------------------|
| (a) Earnest money deposit, receipt of which is hereby acknowledged | \$ 10,000.00 |
| (b) Additional payment due at closing (or greater or lesser amount as necessary to complete payment of the Purchase Price after costs, credits and adjustments). | <u>\$ 580,000.00</u> |
| (c) Total Purchase Price | <u>\$ 590,000.00</u> |

II

SURVEY AND TITLE COMMITMENT

2.01 Preliminary Title Report.

Within five (5) days from the date hereof the Purchaser, at Purchaser's sole cost and expense, may obtain a binder for title insurance policy providing that upon the recording of the deed herein provided for, an ALTA fee policy of title insurance will be issued in the amount of the Purchase Price, insuring the Purchaser's title to the Property, subject only to the usual printed exceptions contained in such title insurance policies.

If said title insurance binder shall not meet the requirements specified in this Section 2.01, the Purchaser, within two (2) days following delivery of same to Purchaser, shall notify the Seller of the defects and the Seller shall have fifteen (15) days after receipt of such notice within which to cure such effects and furnish to the Purchaser evidence that the same have been cured. If the Seller fails or is unable to cure

such defects within the period above described, the Purchaser shall have five (5) days after the expiration of said period within which to (1) notify Seller that the Purchaser desires to accept the conveyance subject to such defects, without any diminution in the Purchase Price, or (2) notify the Seller that the Purchaser shall not so complete the purchase and the binder deposit shall promptly be refunded to the Purchaser. If this Agreement is terminated, the Purchaser shall return to the Seller any papers delivered by the Seller, and Purchaser's copy of this Agreement, and thereupon all rights and liabilities of the parties each to the other hereunder shall end.

2.02 Survey.

The Property to be conveyed shall be same as described on certain surveys dated 2/17/88 & 5/12/88 and attached hereto as Exhibit B.

III

PROVISIONS WITH RESPECT TO CLOSING

3.01 Closing Date.

The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at 11:00 a.m. on September 28, 1988, unless extended by other provisions of this Agreement.

3.02 Seller's Obligation at Closing.

At closing, Seller shall:

(a) Execute, acknowledge, and deliver to Purchaser a Special Warranty Deed conveying the Property to Purchaser subject only to current taxes and Permitted Exceptions. The deed shall be in recordable form with all required documentary stamps in the proper amount affixed by Seller at Seller's expense.

(b) Deliver to Purchaser evidence of Seller's authority to execute and deliver the documents reasonably necessary to consummate this transaction.

(c) Execute and deliver to Purchaser a Lien and Possession Affidavit.

(d) Deliver to Purchaser a certificate of good standing of Seller.

(e) Deliver to Purchaser a certificate that the Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.

3.03 Purchaser's Obligations at Closing.

Subject to the terms of this Agreement, and contemporaneously with the performance by Seller of its obligations under this Agreement, Purchaser shall deliver to Seller cash or a cashier's check in an amount equal to the Purchase Price after due credit for the earnest money deposit and after credits and prorations.

3.04 Closing Costs.

(a) Seller shall pay all documentary stamps which are required to be affixed to the Deed and Seller's attorneys fees.

(b) Purchaser shall pay the cost of recording the Special Warranty Deed and Purchaser's attorney's fees.

3.05 Proration of Taxes.

Taxes for the year of the Closing shall be prorated to the date of Closing using the latest available information from the Office of the Property Appraiser for St. Johns County, Florida.

3.06 Possession.

Exclusive possession of the Property shall be delivered to Purchaser no later than the Closing date, subject to the rights, if any, of Georgia Pacific Corporation to enter upon the Property for a period of time to remove timber.

3.07 Location.

The Closing shall be held on the Closing date at such location in St. Johns County, Florida as shall be designated by Purchaser.

IV

PROVISIONS WITH RESPECT TO
FAILURE OF TITLE, DEFAULT AND SECURITY DEPOSIT

4.01 Failure of Title.

If Seller is unable to convey title to the Property or any portion of the Property on the Closing date in accordance with the provisions of this Agreement, Seller shall, on or prior to the Closing date, give notice of such inability (and its nature) to Purchaser, and Purchaser may either accept such title as Seller can convey, without abatement of the Purchase Price, or terminate this Agreement. If this Agreement is terminated, the deposit under this Agreement shall be immediately returned to Purchaser.

4.02 Default by Seller.

If that Seller fails to consummate the transaction contemplated in this Agreement for any reason, except Purchaser's default, Purchaser shall have the right to either (a) a return forthwith of all binder deposit money held by Seller, and upon the return this Agreement shall terminate and be void and unenforceable, or (b) bring an action against the Seller for specific performance of this Agreement.

4.03 Default by Purchaser.

If the Purchaser breaches this Agreement, the Seller may retain the binder deposit as agreed upon as liquidated damages, in which case this Agreement shall terminate and become void and unenforceable. Seller shall not have the right to sue Purchaser for monetary damage for losses allegedly sustained by Seller as a result of Purchaser's default but shall be entitled to bring an action against the Purchaser for specific performance.

4.04 Attorneys' Fees, Etc..

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.01 Representations and Warranties of Seller.

Seller hereby represents and warrants to Purchaser that:

(a) Seller is a corporation duly organized and validly existing under the laws of the State of Florida and has full power and authority to execute this Agreement and consummate the sale contemplated herein.

(b) On or before the Closing date, Seller shall have obtained from Georgia Pacific Corporation such documents and papers as shall be necessary to release any interest of Georgia Pacific Corporation in or to the Property. It is contemplated that Georgia Pacific Corporation may require some period of time in which to remove any timber from the Property and Seller's obligation to convey title free and clear of all claims shall be subject to such rights of Georgia Pacific Corporation.

(c) Seller has on or before the Closing date will obtain all consents or approvals necessary to allow Seller to convey title to Purchaser as contemplated by this Agreement.

5.02 Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to Seller that:

(a) Purchaser is a body politic under the laws of the State of Florida and has full power and authority to execute this Agreement and to consummate the purchase contemplated herein.

(b) Purchaser has obtained all consents, approvals and authorization necessary to allow Purchaser to consummate the transaction pursuant to and in accordance with this Agreement.

(c) The execution of this Agreement by Purchaser will not result in or cause a conflict in or a breach under the terms of any law, ordinance, regulation or agreement to which Purchaser is subject or by which Purchaser is bound.

5.03 Covenants of Purchaser.

Purchaser hereby covenants with and for the benefit of Seller that it has no plans, intentions, authorization or contemplations of or to expand the size, location or capacity of the land fill to be operated upon the Property which would cause or result in Purchaser attempting to acquire any portion of the land owned by Seller which adjoins the Property. Purchaser recognizes and acknowledges that the foregoing covenant is a material and substantial condition to Seller's willingness to enter into this Agreement. Purchaser further covenants with and for the benefit of Seller that it will maintain a buffer zone around the perimeter of the Property as described on Exhibit C attached hereto in accordance with all local, state and federal laws, rules and regulations.

5.04 Survival

The foregoing representations, warranties and covenants shall survive the closing of this transaction.

VI

BROKERAGE COMMISSIONS

6.01 Brokerage Commissions.

Each party represents to the other that no brokers have been involved in this transaction. Seller and Purchaser agree to indemnify and hold each other harmless from any and all such claims or demands with respect to any brokerage fees, agents' commissions or other compensation asserted by any person, firm or corporation in connection with the sale contemplated by this Agreement.

VII

OTHER CONTRACTUAL PROVISIONS

7.01 Assignability.

Purchaser shall not be entitled to assign this Agreement and or any of its rights under this Agreement to any person, corporation or other entity, without the prior written consent of Seller. Upon any such permitted assignment, such assignee shall succeed to all of the rights and obligations of the assignor and shall, for all purposes of this Agreement, be substituted as and be deemed the Purchaser.

7.02 Notices.

Any notice to be given to either party in connection with this Agreement must be in writing and given by hand delivery or certified mail. Such notice shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail or if hand delivered when actually received. Such notices shall be given to the parties at the following addresses:

To Purchaser:

St. Johns County, Florida
Chairman, Board of County Commissioners

St. Augustine, Florida 32084

With a copy to:

Geoffrey B. Dobson, Esquire
Dobson & Christensen, P.A.
66 Cuna Street
St. Augustine, Florida 32084

To Seller:

Robinson Improvement Company
c/o Charles E. Walker
Post Office Box 3181
St. Augustine, Florida 32084

With a copy to:

Frank E. Miller, Esquire
Cone & Purcell, P.A.
1235 One Enterprise Center
225 Water Street
Jacksonville, Florida 32202

Either party may, at any time, by giving five (5) days' written notice to the other party, designate any other address to which such notice shall be given and other parties to whom copies of all notices shall be sent.

7.03 Entire Agreement; Modification.

This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified, or terminated except by an instrument in writing signed by the party against which the enforcement is sought.

7.04 Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

7.05 Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.06 Binding Effect.

The term "Purchaser" shall include Purchaser's permitted successors and assigns. The term "Seller" shall include Seller's successors and assigns. No assignment shall be made except in accordance with the provisions of Section 7.01.

7.07 Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

7.08 Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

7.09 Severability.

If any provision contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegibility or unenforceability shall not affect any other provision. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

7.10 Recording.

Both parties agree that this Agreement shall not be recorded.

7.11 Execution Date.

The Agreement shall be of no force and effect unless executed by Seller and Purchaser on or before September , 1988, 5:00 p.m. Eastern Standard Time, unless extended by Purchaser.

7.12 Time of Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written; provided, however, that for the purpose of determining "the date of this Agreement" or "the date hereof", as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

SELLER:

ROBINSON IMPROVEMENT COMPANY

Witness

By: _____

Witness

Date: _____

PURCHASER:

COUNTY OF ST. JOHNS
STATE OF FLORIDA

Connie E. McDaniel
Witness

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

Deborah J. Hagenbuch
Witness

Attest: Carl "Bud" Markel
Deputy Clerk of the Circuit Court
for St. Johns County, ex
officio
Clerk of the Board of
County Commissioners,
St. Johns County, Florida

Date: September 20, 1988

EXHIBIT "A"

Proposed Landfill, Legal Description:

A parcel of land in Section 5, Township 8 South, Range 29 East, St. Johns County, Florida, lying Westerly of Allan Nease Road and being more particularly described as follows: Commence at a concrete monument marking the NE corner of Section 31, Township 7 South, Range 29 East; thence S82°W, 449.0 feet along the North line of said Section 31; thence S8°33'51"E, 133.53 feet to an iron pipe being in the Southerly R/W line of State Road 214, an 80 foot R/W as now established; thence running along said R/W line N83°48'55"E a distance of 30.00 feet to the Point of Beginning; thence S9°45'10"E a distance of 501.77 feet to the P.C. of a curve concave to the NE and having a radius of 500 feet and a central angle of 33°50'40"; thence along the arc of said curve a distance of 295.35 feet, said curve being subtended by a chord bearing of S26°40'30"E and a chord distance of 291.07 feet to the P.T.; thence S43°35'50"E, 30.01 feet to the P.C. of a curve concave to the SW and having a radius of 500 feet and a central angle of 27°11'; thence along the arc of said curve a distance of 237.22 feet, said curve being subtended by a chord bearing S30°00'20"E and a chord distance of 235.00 feet to the P.T.; thence S16°24'50"E, 1178.96 feet to the P.C. of a curve concave to the SW and having a radius of 1000 feet and a central angle of 9°15'30"; thence along the arc of said curve a distance of 161.59 feet, said curve being subtended by a chord bearing S11°47'05"E and a chord distance of 161.41 feet to the P.T.; thence S7°09'20"E, 132.00 feet to the P.C. of a curve concave to the NE and having a radius of 1000 feet and a central angle of 14°15'50"; thence along the arc of said curve a distance of 248.95 feet, said curve being subtended by a chord bearing S14°17'15"E and a chord distance of 248.31 feet to the P.T.; thence S21°25'10"E, 820.73 feet to the P.C. of a curve, said curve having a radius of 3500 feet and a central angle of 4°43'35"; thence along the arc of said curve a distance of 288.72 feet, said curve being subtended by a chord bearing of S19°03'22.5"E, and a chord distance of 288.64 feet to the P.T.; thence S16°41'35"E, 1693.23 feet to the P.C. of a curve concave to the SW and having a radius of 3300 feet and a central angle of 28°05'00"; thence along the arc of said curve a distance of 1617.48 feet, said curve being subtended by a chord bearing of S2°39'05"E and a chord distance of 1601.34 feet to the P.T.; thence S11°23'25"W a distance of 230.30 feet to the P.C. of a curve concave to the NE and having a radius of 800 feet and a central angle of 40°51'00"; thence along the arc of said curve a distance of 570.37 feet, said curve being subtended by a chord bearing S9°02'05"E and a chord distance of 558.37 feet to the P.T.; thence S29°27'35"E a distance of 583.13 feet; thence S60°12'49"W, 30 feet to the Point of Beginning, said point lying on the Westerly right-of-way line of Allan Nease Road (Formerly Tillman Ridge Road) as now established for a 60 foot right-of-way; thence S66°40'40"W, 1811.44 feet to the West line of said Section 5 as established by Ricardo Edralin, Registered Surveyor No. 3274FL; thence due South on said West line 2210.47 feet to the Southwest corner of said Section 5 as established by Ricardo Edralin; thence due East along the South line of said Section 5, 2414.18 feet to the Westerly right-of-way line of Allan Nease Road; thence along said Westerly right-of-way line for the next 5 courses; thence N18°55'45"W, 617.94 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1530 feet, 532.02 feet and N8°55'00"W; thence around the arc of said curve, 534.74 feet to the P.T. of said curve; thence N1°05'45"E, 419.40 feet to the P.C. of a curve to the left having a radius, chord and chord bearing of 1970 feet, 1039.25 feet and N14°11'52"W; thence around the arc of said curve, 1051.69 feet to the P.T. of said curve; thence N29°29'30"W to the Point of Beginning. Said parcel contains ±125.65 acres.

300' Buffer Strip, Legal Description:

A 300 foot wide, strip of land in Section 31, Township 7 South, Range 29 East and Section 6, Township 8 South, Range 29 East lying Westerly of the existing Tillman Ridge Landfill and the proposed Southerly extension of same, and being more particularly described as follows: Commence at a concrete monument marking the NE corner of Section 31, Township 7 South, Range 29 East; thence S82°W, 449.0 feet along the North line of said Section 31; thence S8°33'51"E, 133.53 feet to an iron pipe being in the Southerly R/W line of State Road 214, an 80 foot R/W as now established; thence running along said R/W line N83°48'55"E a distance of 30.00 feet to the Point of Beginning; thence S9°45'10"E a distance of 501.77 feet to the P.C. of a curve concave to the NE and having a radius of 500 feet and a central angle of 33°50'40"; thence along the arc of said curve a distance of 295.35 feet, said curve being subtended by a chord bearing of S26°40'30"E and a chord central angle of 33°50'40"; thence along the arc of said curve a distance of 295.35 feet, said curve being subtended by a chord bearing of S26°40'30"E and a chord distance of 291.07 feet to the P.T.; thence S43°35'50"E, 30.01 feet to the P.C. of a curve concave to the SW and having a radius of 500 feet and a central angle of 27°11'; thence along the arc of said curve a distance of 237.22 feet, said curve being subtended by a chord bearing S30°00'20"E and a chord distance of 235.00 feet to the P.T.; thence S16°24'50"E, 1178.96 feet to the P.C. of a curve concave to the SW and having a radius of 1000 feet and a central angle of 9°15'30"; thence along the arc of said curve a distance of 161.59 feet, said curve being subtended by a chord bearing S11°47'05"E and a chord distance of 161.41 feet to the P.T.; thence S7°09'20"E, 132.00 feet to the P.C. of a curve concave to the NE and having a radius of 1000 feet and a central angle of 14°15'50"; thence along the arc of said curve a distance of 248.95 feet, said curve being subtended by a chord bearing S14°17'15"E and a chord distance of 248.31 feet to the P.T.; thence S21°25'10"E, 820.73 feet to the P.C. of a curve, said curve having a radius of 3500 feet and a central angle of 4°43'35"; thence along the arc of said curve a distance of 288.72 feet, said curve being subtended by a chord bearing of S19°03'22.5"E, and a chord distance of 288.64 feet to the P.T.; thence S16°41'35"E, 1693.23 feet to the P.C. of a curve concave to the SW and having a radius of 3300 feet and a central angle of 28°05'00"; thence along the arc of said curve a distance of 1617.48 feet, said curve being subtended by a chord bearing of S2°39'05"E and a chord distance of 1601.34 feet to the P.T.; thence S11°23'25"W a distance of 230.30 feet to the P.C. of a curve concave to the NE and having a radius of 800 feet and a central angle of 40°51'00"; thence along the arc of said curve a distance of 570.37 feet, said curve being subtended by a chord bearing S9°02'05"E and a chord distance of 558.37 feet to the P.T.; thence S29°27'35"E a distance of 583.13 feet; thence S60°12'49"W, 30 feet to the Westerly right-of-way line of Allan Nease Road (formerly Tillman Ridge Road) as now established for a 60 foot right-of-way; thence S66°40'40"W, 1811.44 feet to the East line of said Section 6 as established by Ricardo Edralin, Registered Surveyor No. 3274FL; thence due South on said East line, 2210.47 feet to the Southeast corner of said Section 6 as established by Ricardo Edralin, said corner being the Point of Beginning; thence due West 300 feet on the South line of said Section 6; thence due North on a line 300 feet distant and parallel to the East line of said Section 6 and said Section 31, 6883.53 feet; thence North 70°05'40" East, 319.06 feet to the East line of said Section 31; thence due South, 6992.16 feet along said East line of said Section 31 and said Section 6 to the Point of Beginning. Said parcel contains ±47.78 acres.

EXHIBIT "A" CONTINUED

Legal Description - Proposed County Road:

A parcel of land in Section 3, Township 8 South, Range 29 East, St. Johns County, Florida and being more particularly described as: Commence at the Southwest corner of Section 5, Township 8 South, Range 29 East as established by Ricardo Edralin, Registered Surveyor No. 3274FL; thence North 72°10'47" East; thence North 66°40'40" East 1811.44 feet; thence South 29°29'30" East 448.84 feet to the Point of Beginning; thence North 60°30'30" East, 60 feet; thence South 29°29'30" East 1074.66 feet to the PC of a curve to the right, said curve having a radius, chord and chord bearing of 1939.86 feet, 512.41 feet and South 21°54'08" East; thence along the arc of said curve 513.91 feet; thence South 14°18'46" East, 387.84 feet to the PC of a curve to the right, said curve having a radius, chord and chord bearing of 1939.90 feet, 519.29 feet and South 6°37'15" East; thence along the arc of said curve 320.85 feet; thence South 1°04'15" West 845.29 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.86 feet, 496.56 feet and South 8°55'45" East; thence along the arc of said curve 656.20 feet; thence South 71°04'15" West nontangent to the last call 60.0 feet to a point on a nontangent curve to the right, said curve having a radius, chord and chord bearing of 1939.90 feet, 673.71 feet and North 8°55'45" West; thence along the arc of said curve 877.14 feet; thence North 01°04'15" East 845.29 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.90 feet, 503.23 feet and North 6°37'15" West; thence along the arc of said curve 504.74 feet; thence North 14°18'46" West 387.84 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.86 feet, 496.56 feet and North 21°54'08" West; thence along the arc of said curve 498.02 feet; thence North 29°29'30" West 1074.66 feet to the Point of Beginning. Said parcel containing ±5.50 acres.

Legal Description - Additional Landfill Area:

A parcel of land in Section 3, Township 8 South, Range 29 East, St. Johns County, Florida and being more particularly described as: Commence at the Southwest corner of Section 5, Township 8 South, Range 29 East as established by Ricardo Edralin, Registered Surveyor No. 3274FL; thence North 22°10'47" East; thence North 66°40'40" East 1811.44 feet; thence South 29°29'30" East, 939.74 feet to the Point of Beginning; said point being a point on a curve to the right having a radius, chord and chord bearing of 2030 feet, 586.38 feet and South 7°12'55" East; thence along the arc of said curve 588.74 feet; thence South 1°05'45" West 419.90 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1470 feet, 511.16 feet and South 8°55'00" East; thence along the arc of said curve 513.77 feet; thence South 18°55'45" East, 1455.97 feet to a point on a curve to the right said curve being nontangent with the last call and having a radius, chord and chord bearing of 1939.86 feet, 193.33 feet and North 1°04'15" East; thence along the arc of said curve 193.41 feet; thence North 1°04'15" East 845.29 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.90 feet, 503.23 feet and North 6°37'15" West; thence along the arc of said curve 504.74 feet; thence North 14°18'46" West, 387.84 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.86 feet, 496.56 feet and North 21°54'08" West; thence along the arc of said curve 498.02 feet; thence North 29°29'30" West 584.76 feet to the Point of Beginning. Said parcel containing ±17.60 acres.

Existing Tillman Ridge Landfill Site

A parcel of land in Section 32, Township 7 South, Range 29 East, and Section 5, Township 8 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of aforesaid Section 32, thence North along the West line of said Section 32, a distance of 1759.65 feet; thence North 70 degrees 05 minutes 40 seconds East, 866.18 feet to the Westerly right of way line of a 60 foot road, also known as Alan Nease Road; thence South 16 degrees 41 minutes 35 seconds East, along said Westerly right of way line, 1532.64 feet to the beginning of a curve of radius 3270 feet, concave to the West, said curve being the continuation of said Westerly right of way line of a 60 foot road; thence Southerly along said curve to the right, through a central angle of 28 degrees 05 minutes 00 seconds, 1602.78 feet to a point of tangency; thence South 11 degrees 23 minutes 25 seconds West, continuing along said Westerly right of way line, 230.30 feet to the beginning of a curve of radius 830 feet, concave to the East, said curve also being the continuation of said Westerly right of way line; thence Southerly along said curve to the left, through a central angle of 40 degrees 51 minutes 00 seconds, 591.76 feet to a point of tangency; thence South 29 degrees 27 minutes 35 seconds East, continuing along said Westerly right of way line, 583.13 feet; thence South 66 degrees 40 minutes 40 seconds West, 1808.09 feet to the West line of aforesaid Section 5; thence North along said West line Section 5, a distance of 3020.02 feet to the Point of Beginning; containing 136.55 acres, more or less.

88 24852

**SPECIAL
WARRANTY DEED**

THIS INSTRUMENT, Made as of the 28th day of September, 1988
between

ROBINSON IMPROVEMENT COMPANY, a Florida corporation

of the County of St. Johns, State of Florida, party of the first
part, and

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida
Post Office Drawer 349, St. Augustine, Florida 32085

of the County of St. Johns, State of Florida, party of the second
part,

W I T N E S S E T H:

That the said party of the first part, for and in consider-
ation of the sum of Ten and no/100 Dollars (\$10.00), to it in
hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, has granted, bargained and sold
to the said party of the second part, its successors and assigns
forever, the following described land, situate, lying and being
in the County of St. Johns, State of Florida, more particularly
described on Exhibit A attached hereto and made a part hereof,
subject to the following:

(i) Lease Agreement, dated October 2, 1975, between
Hudson Pulp & Paper Corp. and St. Johns County,
recorded in Official Records Book 289, page 810 and re-
recorded in Official Records Book 290, page 689,

(ii) Drainage Easement, dated March 15, 1976, recorded
in Official Records Book 299, page 29,

(iii) Deed for Road Right of Way, recorded in Official
Records Book 290, page 687, all of the public records
of St. Johns County, Florida; and

(iv) taxes for the year 1988.

And the said party of the first part does hereby fully
warrant the title to said land, and will defend the same against
the lawful claims of all persons whomsoever, claiming by,
through or under the said party of the first part, but not
otherwise.

IN WITNESS WHEREOF, the party of the first part has caused
this instrument to be executed on its behalf the day and year
first above written.

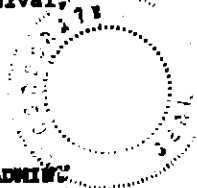
Signed, sealed and delivered
in the presence of:

Robinson Improvement Company

May 9 Reese

BY: George Mason Fournival
George Mason Fournival,
President

Amelia P. Kennedy



THIS DEED IS GIVEN UNDER THREAT OF CONDEMNATION AND,
ACCORDINGLY, PURSUANT TO SECTION 128-4.14(15) OF FLA. ADMIN.
CODE, NO DOCUMENTARY STAMP TAXES ARE DUE.

PREPARED BY AND RETURNED TO:
FRANK E. MILLER OF
CONE & PURCELL, P.A.
1235 One Enterprise Center
225 Water Street
Jacksonville, Florida 32202

O.R. 797 PG 0363

STATE OF Can
COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 26th of September, 1988 by George Mason Furnival, president of Robinson Improvement Company, a Florida corporation on behalf of the corporation.

Mary J. Reese
Notary Public
State aforesaid
My commission expires:
My Commission Expires March 31, 1989

Parcel 100(11), Legal Description:

A parcel of land in Section 5, Township 8 South, Range 29 East, St. Johns County, Florida, lying West of Allen Bruce Road and being more particularly described as follows: Commence at a concrete monument marking the NE corner of Section 31, Township 7 South, Range 29 East; thence 882'0" feet along the North line of said Section 31; thence 98'33'31"E, 133.33 feet to an iron pipe being in the Southerly R/W line of State Road 214, an 80 foot R/W as now established; thence running along said R/W line 881'48'55"E a distance of 30.00 feet to the Point of Beginning; thence 59'45'10"E a distance of 301.77 feet to the P.C. of a curve concave to the NE and having a radius of 300 feet and a central angle of 33°30'40"; thence along the arc of said curve a distance of 291.35 feet, said curve being subtended by a chord bearing of 826°40'30"E and a chord distance of 291.07 feet to the P.T.; thence 843°35'50"W, 30.01 feet to the P.C. of a curve concave to the SW and having a radius of 300 feet and a central angle of 33°11'; thence along the arc of said curve a distance of 237.22 feet, said curve being subtended by a chord bearing 136°00'20"E and a chord distance of 235.00 feet to the P.T.; thence 816°24'30"E, 1178.96 feet to the P.C. of a curve concave to the SW and having a radius of 1000 feet and a central angle of 9°15'30"; thence along the arc of said curve a distance of 161.39 feet, said curve being subtended by a chord bearing 811°41'05"E and a chord distance of 161.41 feet to the P.T.; thence 87°09'20"E, 133.00 feet to the P.C. of a curve concave to the NE and having a radius of 1000 feet and a central angle of 14°15'50"; thence along the arc of said curve a distance of 248.31 feet, said curve being subtended by a chord bearing 814°17'15"E and a chord distance of 248.31 feet to the P.T.; thence 231°23'18"E, 820.73 feet to the P.C. of a curve, said curve having a radius of 3500 feet and a central angle of 4°43'33"; thence along the arc of said curve a distance of 288.22 feet, said curve being subtended by a chord bearing of 819°03'22.3"E, and a chord distance of 288.64 feet to the P.T.; thence 316°41'35"E, 1693.23 feet to the P.C. of a curve concave to the SW and having a radius of 3500 feet and a central angle of 28°05'00"; thence along the arc of said curve a distance of 1617.48 feet, said curve being subtended by a chord bearing of 827°30'05"E and a chord distance of 1601.34 feet to the P.T.; thence 811°23'29"W a distance of 230.30 feet to the P.C. of a curve concave to the NE and having a radius of 800 feet and a central angle of 46°31'00"; thence along the arc of said curve a distance of 370.37 feet, said curve being subtended by a chord bearing 89°02'05"E and a chord distance of 358.37 feet to the P.T.; thence 829°21'35"E a distance of 303.13 feet; thence 868°12'45"W, 30 feet to the Point of Beginning; said point lying on the Westerly right-of-way line of Allen Bruce Road (formerly Tillman Ridge Road) as now established for a 60 foot right-of-way; thence 846°40'40"W, 1011.64 feet to the West line of said Section 5 as established by Ricardo Estrada, Registered Surveyor No. 32747L; thence due South on said East line 2210.47 feet to the Southeast corner of said Section 5 as established by Ricardo Estrada; thence due East along the South line of said Section 5, 2416.16 feet to the Westerly right-of-way line of Allen Bruce Road; thence along said Westerly right-of-way line for the next 5 courses; thence 818°03'45"W, 617.94 feet to the P.C. of a curve to the right having a radius, chord and chord bearing of 1530 feet, 378.91 feet and 88°31'00"; thence around the arc of said curve, 334.74 feet to the P.T. of said curve; thence 81°03'45"E, 419.48 feet to the P.C. of a curve to the left having a radius, chord and chord bearing of 1970 feet, 1037.25 feet and 814°11'52"; thence around the arc of said curve, 1061.69 feet to the P.T. of said curve; thence 819°29'30"W to the Point of Beginning. Said parcel contains 2123.63 acres.

Parcel 200, Buffer Strip, Legal Description:

A 300 foot wide, strip of land in Section 31, Township 7 South, Range 29 East and Section 6, Township 8 South, Range 29 East lying West of the existing Tillman Ridge Landfill and the proposed Southerly extension of same, and being more particularly described as follows: Commence at a concrete monument marking the NE corner of Section 31, Township 7 South, Range 29 East; thence 882'0" feet along the North line of said Section 31; thence 98'33'31"E, 133.33 feet to an iron pipe being in the Southerly R/W line of State Road 214, an 80 foot R/W as now established; thence running along said R/W line 881'48'55"E a distance of 30.00 feet to the Point of Beginning; thence 59'45'10"E a distance of 301.77 feet to the P.C. of a curve concave to the NE and having a radius of 300 feet and a central angle of 33°30'40"; thence along the arc of said curve a distance of 291.35 feet, said curve being subtended by a chord bearing of 826°40'30"E and a chord distance of 291.07 feet to the P.T.; thence 843°35'50"W, 30.01 feet to the P.C. of a curve concave to the SW and having a radius of 300 feet and a central angle of 33°11'; thence along the arc of said curve a distance of 237.22 feet, said curve being subtended by a chord bearing 136°00'20"E and a chord distance of 235.00 feet to the P.T.; thence 816°24'30"E, 1178.96 feet to the P.C. of a curve concave to the SW and having a radius of 1000 feet and a central angle of 9°15'30"; thence along the arc of said curve a distance of 161.39 feet, said curve being subtended by a chord bearing 811°41'05"E and a chord distance of 161.41 feet to the P.T.; thence 87°09'20"E, 133.00 feet to the P.C. of a curve concave to the NE and having a radius of 1000 feet and a central angle of 14°15'50"; thence along the arc of said curve a distance of 248.31 feet, said curve being subtended by a chord bearing 814°17'15"E and a chord distance of 248.31 feet to the P.T.; thence 231°23'18"E, 820.73 feet to the P.C. of a curve, said curve having a radius of 3500 feet and a central angle of 4°43'33"; thence along the arc of said curve a distance of 288.22 feet, said curve being subtended by a chord bearing of 819°03'22.3"E, and a chord distance of 288.64 feet to the P.T.; thence 316°41'35"E, 1693.23 feet to the P.C. of a curve concave to the SW and having a radius of 3500 feet and a central angle of 28°05'00"; thence along the arc of said curve a distance of 1617.48 feet, said curve being subtended by a chord bearing of 827°30'05"E and a chord distance of 1601.34 feet to the P.T.; thence 811°23'29"W a distance of 230.30 feet to the P.C. of a curve concave to the NE and having a radius of 800 feet and a central angle of 46°31'00"; thence along the arc of said curve a distance of 370.37 feet, said curve being subtended by a chord bearing 89°02'05"E and a chord distance of 358.37 feet to the P.T.; thence 829°21'35"E a distance of 303.13 feet; thence 868°12'45"W, 30 feet to the Westerly right-of-way line of Allen Bruce Road (formerly Tillman Ridge Road) as now established for a 60 foot right-of-way; thence 846°40'40"W, 1011.64 feet to the East line of said Section 6 as established by Ricardo Estrada, Registered Surveyor No. 32747L; thence due South on said East line, 2210.47 feet to the Southeast corner of said Section 6 as established by Ricardo Estrada, said corner being the Point of Beginning; thence due West 300 feet on the South line of said Section 6; thence due North on a line 300 feet distant and parallel to the East line of said Section 6 and said Section 31, 6662.55 feet; thence North 70°05'40" East, 319.06 feet to the East line of said Section 31; thence due South, 6992.16 feet along said East line of said Section 31 and said Section 6 to the Point of Beginning. Said parcel contains 247.78 acres.

EXHIBIT "A" CONTINUED

Legal Description - Truncated Survey Road:
 A parcel of land in Section 1, Township 3 South, Range 29 East, St. Johns County, Florida and being more particularly described as: Commence at the Southeast corner of Section 3, Township 3 South, Range 29 East as established by Record Sherrill, Registered Surveyor No. 23747; thence North 21°16'42" East 1011.66 feet; thence South 77°27'20" East 642.20 feet to the Point of Beginning; thence North 69°20'30" East, 60 feet; thence South 27°12'30" East 1000.66 feet to the PC of a curve to the right, said curve having a radius, chord and chord bearing of 1879.26 feet, 311.41 feet and South 21°24'00" East; thence along the arc of said curve 312.91 feet; thence South 14°18'44" East, 307.04 feet to the PC of a curve to the right, said curve having a radius, chord and chord bearing of 1879.26 feet, 310.27 feet and South 6°27'17" East; thence along the arc of said curve 300.80 feet; thence South 6°06'17" East 807.29 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.26 feet, 309.22 feet and South 7°30'45" East; thence along the arc of said curve 310.20 feet; thence South 71°04'13" East 68.0 feet to a point on a continuation curve to the right, said curve having a radius, chord and chord bearing of 1879.26 feet, 312.71 feet and South 6°25'45" East; thence along the arc of said curve 317.14 feet; thence South 64°26'13" East 641.29 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.26 feet, 308.23 feet and South 6°27'17" East; thence along the arc of said curve 300.76 feet; thence South 14°18'44" East 307.04 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.26 feet, 309.22 feet and South 21°24'00" East; thence along the arc of said curve 310.20 feet; thence South 21°24'00" East 1000.66 feet to the Point of Beginning. Said parcel containing 27.20 acres.

Legal Description - Additional Landfill Site:
 A parcel of land in Section 3, Township 3 South, Range 29 East, St. Johns County, Florida and being more particularly described as: Commence at the Southwest corner of Section 3, Township 3 South, Range 29 East as established by Record Sherrill, Registered Surveyor No. 23747; thence North 22°18'47" East; thence North 64°08'40" East 1011.66 feet; thence South 27°27'30" East, 918.74 feet to the Point of Beginning; said point being a point on a curve to the right having a radius, chord and chord bearing of 2030 feet, 508.30 feet and South 7°12'25" East; thence along the arc of said curve 308.74 feet; thence South 1°20'43" West 419.90 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1410 feet, 311.15 feet and South 6°25'45" East; thence along the arc of said curve 317.77 feet; thence South 18°33'45" East, 1455.97 feet to a point on a curve to the right said curve being contiguous with the last said curve having a radius, chord and chord bearing of 1879.26 feet, 195.33 feet and North 1°47'07" West; thence along the arc of said curve 192.41 feet; thence South 1°04'13" East 641.29 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.26 feet, 308.23 feet and North 6°27'17" West; thence along the arc of said curve 306.76 feet; thence North 14°18'44" West, 307.04 feet to the PC of a curve to the left, said curve having a radius, chord and chord bearing of 1879.26 feet, 696.24 feet and South 21°24'00" West; thence along the arc of said curve 490.02 feet; thence North 77°27'20" East 1000.66 feet to the Point of Beginning. Said parcel containing 17.40 acres.

Existing Tillman Ridge Landfill Site

A parcel of land in Section 32, Township 7 South, Range 29 East, and Section 3, Township 8 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of aforesaid Section 32, thence North along the West line of said Section 32, a distance of 1759.65 feet; thence North 70 degrees 05 minutes 40 seconds East, 866.18 feet to the Westerly right of way line of a 60 foot road, also known as Alan Nease Road; thence South 16 degrees 41 minutes 35 seconds East, along said Westerly right of way line, 1532.64 feet to the beginning of a curve of radius 3270 feet, commencing to the West, said curve being the continuation of said Westerly right of way line of a 60 foot road; thence Southerly along said curve to the right, through a central angle of 28 degrees 05 minutes 00 seconds, 1602.78 feet to a point of tangency; thence South 11 degrees 25 minutes 25 seconds West, continuing along said Westerly right of way line, 750.50 feet to the beginning of a curve of radius 830 feet, commencing to the East, said curve also being the continuation of said Westerly right of way line; thence Southerly along said curve to the left, through a central angle of 40 degrees 51 minutes 00 seconds, 591.76 feet to a point of tangency; thence South 29 degrees 27 minutes 55 seconds East, continuing along said Westerly right of way line, 363.13 feet; thence South 26 degrees 40 minutes 40 seconds West, 1008.09 feet to the West line of aforesaid Section 3; thence North along said West line Section 3, a distance of 3020.02 feet to the Point of Beginning; containing 136.55 acres, more or less.

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

08 SEP 28 AM 10: 36

Paul and Mabel
 CLERK OF CIRCUIT COURT