

RESOLUTION NO. 89- 172

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE ACQUISITION 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 convey certain property necessary for the County's construction of a limited access highway as an extension of State Road 312 from TREE OF LIFE, INC., and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said TREE OF LIFE, 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 TREE OF LIFE, 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 obtaining said property from TREE OF LIFE, INC.:

i. Title Insurance.

ii. Cost of preparation of the Deeds.

iii. Cost of recording the Deeds.

iv. Any other charges which may be levied necessary to the recording of the Deeds.

Section 3. That the acquisition of the subject lands pursuant to the Contract with TREE OF LIFE, 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 acceptance of the deed to Lot 67, St. Augustine Heights Industrial Park, and the sum of \$101,074.30 as set forth in said contract thus represents all compensation to be paid to TREE OF LIFE, 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 8th day of August, A. D., 1989.

ST. JOHNS COUNTY, FLORIDA

By: *Kerry Washburn*
Chairman of the Board of
County Commissioners of
St. Johns County, Florida

ATTEST:

Paul Donald 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 10th day of ~~June~~ ^{July, 1989}, 1989, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County" and TREE OF LIFE, 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, which will encompass the property of the Seller described herein; and

WHEREAS, if County and Seller are unable by negotiation to reach agreement on a purchase price and other terms by which County can purchase from Seller the real property described on Exhibit "A" attached hereto (the "Property"), then County intends to use its power of eminent domain to condemn and acquire the Property from Seller;

WHEREAS, the County is desirous of purchasing the Property on a negotiated basis for the construction of such limited access Highway and Seller is willing to sell the Property, under threat of condemnation, 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 estate described on Exhibit "A" attached hereto and made a part hereof.

2. The consideration for the Property to be acquired by the County shall be that the County shall deed to the Seller good and marketable fee simple title to the following described Property in St. Johns County, Florida, free and clear of all liens and encumbrances:

Lot 67, St. Augustine Heights Industrial Park as recorded in Map Book 10, Page 77, public records of St. Johns County, Florida (hereinafter "Lot 67")

and shall pay to Seller the cash sum of \$101,074.30.

3. Conveyance from Seller to County 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 to the Property to be conveyed by Seller to County 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. If Seller is unable or unwilling to cure such defects, County shall have the right to terminate this Agreement or to accept such title as Seller is able to convey and close this transaction on the terms and conditions otherwise set forth herein. Conveyance of Lot 67 from County to Seller shall be by good and sufficient warranty deed which shall convey Lot 67 in fee simple. County shall furnish to Seller within 30 days of the date hereof, an owner's title insurance commitment to insure Seller for the portion of the total purchase price which is represented by Lot 67. Seller shall notify County in writing within 10 days after receipt of the commitment, of any defects of title or exceptions thereto and County shall have 15 days thereafter to clear such defects or exceptions. If County is unable or unwilling to cure such defects, Seller shall have the right to terminate this Agreement or to accept such title as Seller is able to convey and close this transaction on the terms and conditions otherwise set forth herein. The cash portion of the purchase price shall be paid and a deed conveying good and marketable title to Lot 67 shall be delivered by County to Seller at the time of closing.

4. 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 for the properties conveyed by Seller to County and for Lot 67 conveyed from County to Seller.

5. County warrants and represents to Seller that after the acquisition by County of the right-of-way for the limited access highway extension of State Road 312, all of Lot 66, St. Augustine Heights Industrial Park, as recorded in Map Book 10, Page 77 of the public records of St. Johns County, Florida, will have been acquired by County for right-of-way use in connection with the limited access highway.

6. Seller may desire to exchange the Property which is the subject matter of this Agreement for other property of like-kind and to have the exchange qualify as a tax free exchange under Section 1031 of the Internal Revenue Code. County and Seller agree that Seller shall have the right at any time prior to closing to designate one or more properties which will be hereafter referred to as the "Exchange Property". The Exchange Property may be in any one or more locations and may be of any type or character that Seller believes will qualify for tax-free like-kind exchange treatment under the provisions of the Internal Revenue Code. If Seller designates Exchange Property, County agrees to expend an amount of money (not to exceed the cash portion of the purchase price which would otherwise be payable to Seller at closing) in order to acquire the Exchange Property and convey such Exchange Property to Seller by Special Warranty Deed, free and clear of any liens or encumbrances suffered or created by County. Seller may acquire at its own expense, such surveys and title evidence for the Exchange Property as Seller desires. The closing of County's acquisition of the Exchange Property and the exchange between County and Seller shall occur simultaneously with the closing between Seller and County of the transaction contemplated by this Agreement. Seller shall give County a credit against the purchase price of the Property equal to the net amount paid by County for the Exchange Property; such net amount being the cash paid to purchase the Exchange Property (after applicable credits) plus all closing costs paid by County (other than County's attorney's fees, which County agrees to pay). After crediting County with the net amount paid by County for the Exchange Property, the balance, if any, of the cash portion of the purchase price for the Property which is the subject matter of this Agreement, shall be paid in cash at closing. All closing costs related to the conveyance of the Exchange Property from County to Seller (other than County's attorney's fees which shall be paid by County) shall be paid by Seller. As an alternative to the manner of exchanging the Property and the Exchange Property described above, Seller may

exchange all or any portion of the Property (subject to the terms of this Agreement) with one or more third parties for other property Seller desires to acquire; provided however that:

(a) Such exchange shall be consummated prior to the time for closing of the Property set forth herein; and

(b) Seller shall cause the person or persons who become the owner or owners of the Property to agree in writing to sell the Property to County according to the terms and conditions of this Agreement.

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:

Connie E. McDaniel
Witness as to County

Rosemary Jones
Witness as to County

Max M. Mullins
Witness as to Seller

Kathryn Reynolds
Witness as to Seller

ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Chairman

ATTEST:
[Signature]
Clerk of Circuit Court for St. Johns County, ex officio Clerk of the Board of County Commissioners, St. Johns County, Florida

"County"

TREE OF LIFE, INC.

By: [Signature]
Its Vice President Distribution

ATTEST:
[Signature]
Its

(Corporate Seal)

"Seller"

All of Lots 9 and 10 of St. Augustine Heights Industrial Park, Unit 1, as recorded in Map Book 10, Page 77 of the public records of St. Johns County, Florida, together with all rights of access, light, air and view from the above described property and the remaining properties of the owner, if any.

and

A parcel of land in Section 25, Township 7 South, Range 29 East, St. Johns County, Florida, lying Easterly of Lots 9 and 10 of St. Augustine Heights Industrial Park, Unit 1 as recorded in Map Book 10, Page 77, public records of St. Johns County, Florida and being more particularly described as follows: For a Point of Beginning use the Northwest corner of said Lot 9 as referenced above; thence North 89 degrees, 45 minutes, 55 seconds East on a projection of the North line of said Lot 9, 50.05 feet to a point that is 50 feet Westerly of the centerline of the F.E.C. Railroad right-of-way; thence South 02 degrees, 54 minutes, 46 seconds East along a line that is parallel with said centerline and 50 feet Westerly, 200.22 feet to a point on the projection Easterly of the South line of said Lot 10 as referenced above; thence South 89 degrees, 45 minutes, 55 seconds West on said projection line 50.05 feet to the Southeast corner of said Lot 10; thence North 02 degrees, 54 minutes, 46 seconds West along the East line of said Lots 10 and 9, 200.22 feet to the Point of Beginning; together with all rights of access, light, air and view from the above described property and the remaining properties of the owner, if any. Said parcel contains ±0.23 acres.

0269*89-1127SA

CORPORATION WARRANTY DEED

89 19738

THIS WARRANTY DEED made and executed the 15th day of August, 1989 A.D. by TREE OF LIFE, INC., a corporation existing under the laws of the State of Delaware and qualified to do business in the State of Florida, hereinafter called the Grantor, to ST. JOHNS COUNTY, FLORIDA, a Political Subdivision of the State Florida whose post office address is: P.O. Drawer 349, St. Augustine, Florida 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 corporation)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in St. Johns County, Florida, whose parcel identification number is 1100230-0090 to wit:

Property as described on attached "Schedule 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.

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 it is lawfully seized of said land in Fee Simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants 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 taxes accruing subsequent to December 31, 1988.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

(Corporate Seal)

Signed, sealed and delivered in the presence of (witness) [Signature] (witness) [Signature]

TREE OF LIFE, INC. By: [Signature] Its [Signature]

STATE OF FLORIDA COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared:

well known to me to be the President of the corporation named as Grantor in the foregoing deed, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 1989 A.D.

(SEAL)

[Signature] Notary Public My Commission Expires: 8-31-91

Prepared by: LUANNE R. HICKEY NORTH FLORIDA TITLE COMPANY 1510 PONCE DE LEON BLVD., SUITE A ST. AUGUSTINE, FL 32084

Documentary Tax Pd. \$ 536.45 Intangible Tax Pd. \$ [] Clerk St. Johns County By: [Signature] D.C.

SCHEDULE "A"

All of Lots 9 and 10 of ST. AUGUSTINE HEIGHTS INDUSTRIAL PARK, UNIT 1, as recorded in Map Book 10, Page 77, of the public records of St. Johns County, Florida.

and

A rectangular shaped parcel of land in Section 25, Township 7 South, Range 29 East, St. Johns County, Florida; more particularly described as follows:

Begin at the Southeast corner of Lot 10, ST. AUGUSTINE HEIGHTS INDUSTRIAL PARK, as recorded in Map Book 10, Page 77, of the public records of said county; thence North 3 degrees 36 minutes 00 seconds West, along the Easterly line of Lots 10, 9 and a portion of Lot 8 of said ST. AUGUSTINE HEIGHTS INDUSTRIAL PARK, a distance of 208.97 feet to a point on the South line of said Lot 8; thence North 88 degrees 59 minutes 00 seconds East, along said South line of said Lot 8, a distance of 50.05 feet, to a point on a line that is 43.5 feet westerly of and parallel to the centerline of Grantor's main track; thence Southerly, along said line that is 43.5 feet, Westerly of the centerline of said track, a distance of 208.97 feet to a point on a line, said line being the easterly extension of the aforesaid Lot 10; thence Westerly, along said easterly extension of Lot 10, a distance of 50.00 feet to the Point of Beginning.

VERIFIED BY
IN

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

89 AUG 16 AM 10:48

Gene ...
CLERK OF CIRCUIT COURT