

RESOLUTION NO. 90-72

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT FOR THE PURCHASE OF CERTAIN PROPERTY IN ST. JOHNS COUNTY, FLORIDA NECESSARY FOR USE BY ST. JOHNS COUNTY AS A BORROW PIT; 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 in St. Johns County, Florida, necessary for the County's use as a borrow pit from KARL KLEIN, BARBARA W. SIMS, HELEN C. WARDLAW, SARA HARRINGTON BYNE, and MYRON CHARLES HARRINGTON and CRAIG MILLARD WARDLAW, SR. as Trustee f/b/o ANN HARRINGTON DINKINS, and

WHEREAS, the County is desirous of accepting the proposed Contract offered by the said KARL KLEIN, BARBARA W. SIMS, HELEN C. WARDLAW, SARA HARRINGTON BYNE, and MYRON CHARLES HARRINGTON and CRAIG MILLARD WARDLAW, SR. as Trustee f/b/o ANN HARRINGTON DINKINS, 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 KARL KLEIN, BARBARA W. SIMS, HELEN C. WARDLAW, SARA HARRINGTON BYNE, and MYRON CHARLES HARRINGTON and CRAIG MILLARD WARDLAW, SR. as Trustee f/b/o ANN HARRINGTON DINKINS 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 KARL KLEIN, BARBARA W.

SIMS, HELEN C. WARDLAW, SARA HARRINGTON BYNE, and MYRON CHARLES HARRINGTON and CRAIG MILLARD WARDLAW, SR. as Trustee f/b/o ANN HARRINGTON DINKINS:

- 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.
- v. Those items agreed to be paid by the County pursuant to paragraph 3 and paragraph 5 of the Contract.

Section 3. That the purchase of the subject lands pursuant to the Contract with KARL KLEIN, BARBARA W. SIMS, HELEN C. WARDLAW, SARA HARRINGTON BYNE, and MYRON CHARLES HARRINGTON and CRAIG MILLARD WARDLAW, SR. as Trustee f/b/o ANN HARRINGTON DINKINS 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 KARL KLEIN, BARBARA W. SIMS, HELEN C. WARDLAW, SARA HARRINGTON BYNE, and MYRON CHARLES HARRINGTON and CRAIG MILLARD WARDLAW, SR. as Trustee f/b/o ANN HARRINGTON DINKINS, 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 10th day of April, A. D., 1990.

ST. JOHNS COUNTY, FLORIDA

By: *Donald R. [Signature]*
Vice-Chairman of the Board of
County Commissioners of
St. Johns County, Florida

ATTEST:

Paul [Signature]
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 April A. D., 1990, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called "County," and Karl Klein, Barbara W. Sims, Helen C. Wardlaw, Sara Harrington Byne, and Myron Charles Harrington and Craig Millard Wardlaw, Sr. as Trustee f/b/o Ann Harrington Dinkins, hereinafter called "Sellers."

W I T N E S S E T H:

WHEREAS, the County is desirous of obtaining title to the property hereinafter described which is owned by the Sellers and the County recognizes that the value of the property is in excess of the sum hereinafter agreed to be paid by the County to Sellers; and Sellers are desirous of conveying said property and property rights to the County upon the terms and conditions hereinafter set forth for the sum of \$100,000 with recognition that said sum is ⁵/₁₀₀ less than the full, fair and just value of the property; and the parties being agreed that the full fair value of the property is to be determined by an independent appraisal made by a duly qualified MIA appraiser and that the difference between said value as determined by an independent appraisal and the sum of \$100,000 agreed to be paid by the County constitutes a contribution by the Sellers to the County.

NOW, THEREFORE, it is mutually agreed as follows:

1. Sellers shall sell and County shall buy, for the purchase price hereinafter set forth, all that real estate described in Exhibit "A" attached hereto and made a part hereof.

2. The Purchase Price of the property to be acquired by the County shall be \$100,000.

3. (A) County at its own expense shall cause the property to be appraised by a duly qualified MIA appraiser who shall prepare an appraisal of the property in conformity with the requirements of the IRS, as set forth in Reg. Sec. 1.170A-13(c)(3)(5) and (6).

(B) County shall furnish for the appraiser's consideration appropriate information relating to the use of the property as a barrow pit, the extent of the barrow material available on the property, as well as other information that may be reasonably relied upon by the appraiser in determining the value of the barrow material, so that the appraiser can reasonably determine whether use of the property as a barrow pit is the highest and best use of the property; and, if so, its value according to the highest and best use.

(C) As a condition to the employment of the appraiser, the appraiser shall agree to execute and deliver to each Seller the Certificate of Appraiser on Form 8283. County agrees to execute the Donee Acknowledgement of Form 8283 for each of the Sellers.

(D) Closing shall take place within ten (10) days after the appraisal is prepared and delivered to Sellers and the County.

4. Conveyance from Sellers 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 conveyed by Sellers to County as it deems appropriate and shall advise the Sellers, in writing, of any defects of title or exceptions thereto and Sellers 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.

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 for the properties conveyed by Sellers to County. In addition the County shall pay all real estate taxes due and payable at the time of closing. The County shall also pay to Sellers the sum of \$3,000 over and above the purchase price to cover additional costs incurred by Sellers..

6. At closing the County will provide the following:

a. Purchase Price of \$100,000 to be paid as follows:

Karl Klein	\$18,750.00
Barbara Sims	18,750.00
Helen C. Wardlaw	25,000.00
Sara Harrington Byne	8,333.33
Myron Charles Harrington, Jr.	8,333.33
Ann Harrington Dinkins	8,333.34
Fred M. Sims, Jr.	6,250.00
Craig P. Sims	6,250.00

b. An appraisal of the property property setting forth its value as determined by a qualified MIA appraiser and in accordance with paragraph 3 above.

7. Sellers shall retain the rights to any and all proceeds realized from the sale of timber presently located on the property which may be released by the Department of Environmental Regulation (DER) in the future.

IN WITNESS WHEREOF the parties have hereunto set

their hands and seals the day and year first written above.

Signed, sealed and delivered ST. JOHNS COUNTY, FLORIDA
in the presence of:

Constance M. [unclear]
Witness as to County

By: [Signature]
Vice-Chairman

ATTEST:

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

"County"

[Signature]
KARL KLEIN

[Signature]
Witness as to County

[Signature]
Witness as to Klein

[Signature]
Witness as to Klein

[Signature]
Witness as to Sims

[Signature]
Witness as to Sims

[Signature]
Witness as to Wardlaw

[Signature]
Witness as to Wardlaw

[Signature]
Witness as to Byne

[Signature]
Witness as to Byne

[Signature]
Witness as to Harrington

[Signature]
Witness as to Harrington

[Signature]
Witness as to Dinkins

[Signature]
Witness as to Dinkins

[Signature]
BARBARA SIMS

[Signature]
HELEN C. WARDLAW

[Signature]
SARA HARRINGTON BYNE

[Signature]
MYRON CHARLES HARRINGTON

[Signature]
CRAIG MILLARD WARDLAW, SR.
as Trustee f/b/o Ann
Harrington Dinkins

"Sellers"

A parcel of land located in St. Johns County, Florida, Florida, lying in Section 24, Township 7, Range 29, all of Government Lot 4 containing about 53.81 acres, more or less. (OR 704/778).

Exhibit "A"