

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY AGREEMENT  
(Partial Taking)

PARCEL NO.	SECTION	STATE ROAD	COUNTY	FAP NUMBER
203.1	74060-2503	200	Nassau	S-139(4)

STATE OF FLORIDA  
COUNTY OF Duval

THIS AGREEMENT made and entered into on this 23 day of December  
A. D. 197 5, by and between

COUNTY OF NASSAU

hereinafter referred to as OWNER and the STATE OF FLORIDA for the use and benefit of the State Department of Transportation, hereinafter referred to as PURCHASER.

WITNESSETH

WHEREAS, the Purchaser requires the lands described as Parcel No. 203.1 for right of way for construction and maintenance of the above referenced authorized State Road, and said Purchaser agrees to furnish same for such purpose:

NOW THEREFORE, in consideration of the premises and the sum of \$1.00 each to the other paid, it is agreed as follows: (a) The Owner agrees to sell and convey, by good and sufficient deed, easement, free of liens and encumbrances, unto the Purchaser said land for the total sum of \$11,050.00. (b) Purchaser shall pay unto the Owner the sum of \$11,050.00 by State Warrant within 60 days from the date hereof upon the simultaneous delivery of such instrument of conveyance and shall pay the remaining sum of \$ \_\_\_\_\_ when the Owner vacates and surrenders possession of the property to the Purchaser and upon the completion of the removal and clearance of all improvements not included in the purchase price from the right of way so conveyed. (c) All current taxes for the year in which this Agreement is made shall be paid by the Owner, and the Owner will place the necessary documentary tax stamps upon the deed given in pursuance of this Agreement.

The Purchaser will advise the Owner of the specific date by which the Owner will be required to vacate and surrender possession of said property. Any extension beyond this date for occupancy of the property must be requested of, and authorized by, the Purchaser in writing. During the period from the date of the deed until the Owner surrenders possession to the Purchaser, the Owner shall exercise diligent care in protecting the property from theft and vandalism. Any items included in the purchase price shall be preserved in the normal condition and turned over to the Purchaser intact.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, on the date first above written.

_____ (SEAL)	<u>John F. Armstrong, Sr.</u> (SEAL)
_____ (SEAL)	Chairman Board of County Commissioners
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

F 174-02 Cross Reference Control No. \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
BY: R. H. Sullivan  
ITS AGENT (PURCHASER)