

ARTICLES OF AGREEMENT, made and entered into this the 28th day of March, A. D. 1929, by and between J. F. Jaudon and his wife, Maude C. Jaudon, parties of the first part, and H. W. Bird as Trustee for Collier County Land Company, a corporation to be hereinafter formed under the laws of the State of Florida, parties of the second part, all of Miami, Dade County, Florida.

WITNESSETH: That the parties of the second part as Trustee of the Corporation, when formed, shall first make payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said parties of the first part then hereby covenant and agree to convey and assure, to the said parties of the second part, in fee simple, clear of all incumbrances whatsoever, except as hereinafter noted, or secure for the parties of the second part a good and sufficient warranty deed the lots, pieces, or parcels of land situated and located in the County of Collier and State of Florida described as follows, - to wit:

PARCEL "A"

Description #1. Begin 1980 ft. East of Southwest Corner of Sec. 34, Twp 52 South, Range 30 East; thence run North 1320 ft; thence run West 660 ft; thence North 705 ft; thence East 660 ft; thence North approximately 1398 ft to the Center Line of the Tamiami Trail; thence East following the Center Line of the Tamiami Trail, a distance of 664 ft; thence South 1608 ft; thence East 660 ft; thence South 752 ft; thence West 660 ft; thence South 1320 ft; thence West 664 ft. to point of beginning, containing 75 acres, more or less. Price on this is \$2,000.00.

Description #2. Also that part of the East Half of the East Half of Sec. 34, Twp. 52 South, Range 30 East lying South of the Tamiami Trail, containing 60 acres, more or less. Price on this is \$1500.00.

Description #3. Also that part of the North Half lying North of the Tamiami Trail of Sec. 34, Twp. 52 South, Range 30 East, except as follows:

1. Deed to Gaunt-----40 acres
2. Mary M. Axelson----- 8 acres
3. Ivar Axelson----- 8 acres
4. M. J. V. McKay----- 8 acres
5. B. F. Hodsdon----- 8 acres
6. To H. W. Bird----- 30 acres Said deeds of record Collier Co.

This description #3 amounting to approximately 100 acres and price on same being \$3,000.00. Also Description #3 is sold subject to any outstanding contracts, as follows:

1. Marjorie Stoneman Douglas-----8 acres
2. Gilbert Coachman-----8 acres
3. M. A. Harden----- 8 acres
4. Louise Boog----- 8 acres
5. Mrs. Ethel Syemur----- 8 acres
6. Frances Lofton----- 8 acres
7. R. A. Coachman, Jr.----- 8 acres

Description #2 is subject to Clara Lynn Contract of _____ acres

Description #1 is subject to following contracts: J. A. Gaunt, Hardee & Gentile Geo. S. Fletcher, Hoy & Sons, R. A. Coachman, Jr. and a mortgage to Seminole Bnd and Mortgage Co in the sum of approximately \$2,000.00.

The Cost of Description #1--\$3,750.00

" " Description #2-- 3,000.00

" " Description #3-- 5,000.00

a total of \$11,750.00 over and above all obligations

noted and such other obligations against said property as may appear of record in the office of the Clerk of the Circuit Court of Collier County, Florida.

PARCEL "B"

West Half ($\frac{W1}{2}$) of Sec. 28, Twp. 52 South, Range 30 East containing 320 acres, subject to an existing contract dated May 4, 1925 with Phillip Henneberry and Geo. A. McKinnon, and to a blanket mortgage covering this land dated August 1, 1925 given to W. B. Thomas and recorded in the office of the clerk of the circuit Court of Collier County, Florida in Book 3, Page 117.

NOTE: Satisfaction of the mortgage named as it applies to this land can be secured upon the payment of \$3200.00

(1) Subject to 1928 taxes and any other obligation against this land as of record in the clerk's Office of the Circuit Court of Collier County, Florida in book 3 Page 117, consideration \$3200.00 net over and above all obligations; it being understood that the use, possession, profits and revenues of said land from this date, is vested in _____ Trustee, for the Collier County Land Company.

PARCEL "C"

All of Section 20, Township 52 South, Range 30 East, containing 640 acres, subject to a blanket mortgage given to W. B. Thomas on August 1, 1925 and recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3, Page 117. This Section 20, Twp. 52 South, Range 30 East can be released from the operation of the mortgage upon the payment of \$6400.00. Payments can be made on 160 acres or multiples thereof at the rate of \$10.00 per acre, it being understood that the use, possession, profits and revenues, if any, shall be vested in the parties of the second part from date hereof. Consideration of \$6400.00 net over and above all obligations, subject to unpaid taxes.

PARCEL "D"

All of Section 8, Township 52 South, Range 30 East, containing 640 acres, subject to a blanket mortgage given to W. B. Thomas dated August 1, 1925 and recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3, Page 117. This section 8, Twp. 52 South, Range 30 East can be released from the operation of the mortgage upon the payment of \$6400.00. Payments can be made on 160 acres of multiples thereof at the rate of \$10.00 per acre, it being understood that the use, possession, profits and revenues, if any, shall be vested in the parties of the second part from date hereof. Consideration of \$6400 net over and above all obligations, subject to unpaid taxes.

PARCEL "E"

All of Section 4, Township 52 South, Range 30 East, containing 640 acres, subject to a blanket mortgage given to W. B. Thomas dated August 1, 1925, and recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3, Page 117. This Section 4, Twp 52 South Range 30 East can be released from the operation of the mortgage upon the payment of \$6400.00. Payments can be made on 160 acres of multiples thereof at the rate of \$10.00 per acre, it being understood that the use, possession, profits and revenues, if any, shall be vested in the parties of the second part from date hereof. Consideration of \$6400 net over and above all obligations, subject to unpaid taxes.

Parties of the second part hereby covenant and agree to pay to the parties of the first part the sum of \$34,150.00 in the manner following, namely, as explained as follows:

The tenure of this agreement is, that J. F. Jaudon, joined by his wife, Maude C. Jaudon, parties of the first part, have title in fee simple to some of this land; and that they have title subject to the mortgage given to W. B. Thomas, dated August 1, 1925 as recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3 Page 117 on the remaining portion of said lands, and,

WHEREAS, it is necessary during the year of 1929 for the parties of the first part to secure certain moneys to make payments of taxes, and certain moneys to make payments on said mortgage, as recorded in the office of the Clerk of the Circuit Court of Collier County Florida in Book 3 Page 117, and,

WHEREAS, the said _____ Trustee, and the Collier County Land Company are willing to make and are making advances from time to time upon this contract, said advances to be made in moneys secured from the sale or lease or both of some or of all of these lands,- and from the personal funds of the parties of the second part, and

WHEREAS, parties of the second part agree to make or cause to be made, certain roads and bridges as shown by map hereto attached, which will give access to these lands, and

WHEREAS, the parties of the first part have agreed and have sold to others the East Half (E $\frac{1}{2}$) of Sec. 28, Twp. 52 South, Range 30 East, also ~~xxx~~ thirty (30) acres in the Northwest corner of Sec. 34, Twp. 52 South, Range 30 East, these two described lands not embraced in this contract. Said lands, however being sold for the purpose of farming, planting, growing and packing of ^{solattribution of} other companies, ^{which} whose operations will enable the parties of the second part to sell, lease and operate the said within described lands to their profit, and,

WHEREAS, the parties of the first part agree to convey as herein set forth the lands herein described, that the parties of the first part agree to accept as payments on this contract:

- (1) Cash payments
- (2) Land sales
- (3) Lease money
- (4) Any funds paid said first parties in any manner on the within described lands. The parties of the first part applying these payments as made on this contract.

And in the instance of such payments aggregating \$1600.00 or multiples thereof the parties of the first part agree to remit same to W. B. Thomas and secure a release from the operation of the said blanket mortgage as recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3 Page 117; and, upon the order of said _____ Trustee of the Collier County Land Company, convey the said described or released land to the order or instructions of the parties of the second part; and should any payments be made direct to W. B. Thomas by the parties of the second part for the release of any or all of the within described lands this contract is an order on W. B. Thomas to issue deed to the parties of the second part or upon his or their order;

PROVIDED, however, that said payments for releases shall be credited on the blanket mortgage given by J. F. Jaudon joined by his wife, Maude G. Jaudon, to W. B. Thomas and dated August 1, 1925 and recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3, Page 117.

PROVIDED, further, however, that parties of the first part are not liable to the parties of the second part for the delivery of these lands, as herein noted, if for any reason, by foreclosure or by death, or for any cause, the parties of the first part are deprived of their title thereto.

PROVIDED, further, that the parties of the second part must, during the year 1929, make payment or cause to be made, payments aggregating the sum of Fifteen Thousand (\$15,000.00) Dollars or more by January 1, 1930, and,

PROVIDED, further, that on or before June 1, 1930 that parties of the second part, shall make payment or cause to have been made payments, ^{aggregating to} to J. F. Jaudon, or secured releases from the said W. B. Thomas, said payment for such releases being credited on the blanket mortgage by the parties of the first part, and,

PROVIDED, further, that on or before January 1, 1931 the parties of the second part, shall make payments or cause to be made payments, to J. F. Jaudon, aggregating the sum of \$34,150.00. Interest at the rate of 7 and payable semiannually.

IT IS MUTUALLY AGREED:

(a) That J. F. Jaudon shall continue to have the management and hold title to the within described lands until May 15, 1930.

(b) That J. F. Jaudon can sell, lease or convey any or all of the within described lands, subject however to the approval of H. W. Bird as Trustee and the Collier County Land Company,

PROVIDED, however, that all cash proceeds from such sales, leases or any moneys received by the said J. F. Jaudon, party of the first part, on account of these lands, shall be credited on this contract as though the said moneys were paid direct by the parties of the second part to the parties of the first part.

PROVIDED, further, however, that with such proceeds from payments on sales or leases or any other revenues, that the parties of the first part will apply for and secure releases from the operation of the mortgage held by W. B. Thomas, dated August 1, 1925 and recorded in the office of the Clerk of the Circuit Court of Collier County, Florida in Book 3, Page 117, making such payments ^{for 1600.00} to W. B. Thomas \$1600.00 or multiples thereof accumulate.

(c) That such payments from land sales, leases and any other revenues on the within described lands covered by this contract shall be credited on this contract as though the parties of the second part had paid same direct to parties of the first part.

(d) Parties of the second part agree to erect, build or have erected on or before November 30, 1929, a certain road from the Tamiami Trail, running North on the West line of Sec. 34, and the East line of Sec. 28 to the Southwest corner of Sec. 22 in Township 52 South, Range 30 East, as shown by the plat attached hereto.

(e) It is mutually agreed that on or before March 30, 1930 the parties of the second part shall build or have built a modern packing house to accommodate the handling of not less than ten cars of tomatoes or vegetables daily.

(f) It is mutually agreed that on or before July 1, 1930 that parties of the second part shall build or cause to be built, at least three miles of road with necessary bridges leading from Immokalee Highway and the Tamiami Trail to serve the lands herein described, and other lands owned by the parties of the first part as per plat attached hereto.

(g) It is mutually agreed that the corporation to be formed shall have a capital stock of \$_____ with _____ shares at par value of \$100.00 per share and with _____ shares of no par value.

(h) It is mutually agreed that upon the completion of all payments under the terms of this contract, that it is distinctly understood and agreed that one half of the par value stock and one half of the no par value stock shall be issued equally one half to parties of the first part and one half to parties of the second part.

(I) It is mutually agreed that H. W. Bird, President of the H. W. Bird Tomato Corporation, is to be general manager of the Collier County Land Company to be formed, and that the affairs of the Corporation shall be managed by its officers and directors as is the instance of all other Florida Corporations.

1929

H. W. Bird, Collier County

April 4.	H. W. Bird-----	\$ 3,200.00	H. W. Bird Tomato Corp
April 13.	H. W. Bird-----	1,000.00	Advance for release ^{55/11} W $\frac{1}{2}$ Sec ²⁸ 28-52-30
April 13.	H. W. Bird, Seminole Mtg. Co. @-----	750.00	Release Sem. End Mtg for Janes
April 19.	H. W. Bird-----	150.00	Advance on release ^{55/11} W $\frac{1}{2}$ Sec ²⁸ 28-52-30
May 13.	H. W. Bird-----	725.00	Advance on release ^{55/11} W $\frac{1}{2}$ Sec ²⁸ 28-52-30
June 14.	H. W. Bird--Hardee & Gentile-----	1,000.00	Release on W $\frac{1}{2}$ Sec. 28 Twp 52, SR. 30 East
June 12.	H. W. Bird--Hey & Son-----Moffitt-----	250.00	Release Sem. Mtg. Co.
Aug. 1.	Draft on H.W. Bird--Taxes-----	922.00	Release on ^{55/11} Sec. 20-52-30
Aug. 4.	Bank Bay Biscayne-----	3,000.00	Release? ^{55/11} Sec 20-52-30
Aug. 12.	H. W. Bird---EWR-----	1,000.00	Release on Sec ²⁸ 28-52-30
Sept. 9.	H. W. Bird---J.T. Gaunt-----	800.00	Lands in Sec 34-52-30
Nov. 7.	H. W. Bird---Currie-----	1,000.00	Release on ³⁴
Dec. 3.	H.W. Bird---Harris-----	1,000.00	Release on Sec ³⁴ 20-52-30
Dec. 24.	Order Medlin--Moffitt--H.W. Bird-----	375.00	Release on Sec 20-52-30
Dec. 24.	Ck. Moffitt---H.W. Bird-----	100.00	Release on Sec. 20-52-30
Dec. 28.	H. W. Bird---Mrs. March-----	100.00	Release on Sec 20-52-30
Dec. 28.	H. W. Bird---Mrs. March-----	200.00	Release on
Dec. 31.	H. W. Bird-----	500.00	Release on

16,072.00

7200.00

8872.00

1929

H. W. Bird---Collier County

✓ Feb.	H. W. Bird-----	500.00	
✓ April 4.	H. W. Bird-----	\$3200.00	H. W. Bird Toronto Corp
✓ April 13	H. W. Bird-----	1000.00	Advance for release of 20/1/28-52-30
○ April 13	H. W. Bird--Seminole Mtg----	750.00	= Release \$B. My for James
✓ April 19	H. W. Bird-----	150.00	= Advance on Release 20/1/28
✓ May 13	H. W. Bird-----	725.00	= Advance on Release 20/1/28
✓ June 14	H. W. Bird - Haiden & Lytle	1000.00	Release S. My Co - 2-22
✓ June 17	H. W. Bird - Near Moffitt	250.00	= Release S. My Co -
→ Aug 4	B. Bay Business	3000.00	Release?
Aug. 12	H. W. Bird--EWR	1000.00	Release on 28-52-30
Aug 1	Draft on Bird - FT	922.00	Release on 20-52-30
✓ Sep 9	J. T. Hunt -	800.00	Funds on 34-52-30
✓ Nov. 7	H. W. Bird--Currie	1000.00	= Release on
		<u>\$10,497.00</u>	
✓ Dec 24	order Medicine Moffitt	375.00	= Release 20-52-30
" 24	do Moffitt	100.00	= Release 20-52-30
✓ Dec 3	H. W. Bird Haines	\$1,000.00	Release 20-52-30
Dec 28	Mr. H. M. Muck	300.00	Release 20 5'2-30
Dec 28	Mr. Muck	200.00	
Dec 31	H. W. Bird	500.00	

March 14, 1930

Mr. H. W. Bird,
Ingraham Bldg
Miami, Florida

Dear Mr. Bird:-

I am attaching a letter received by me from P. John Hart of Ft. Myers and my reply to same, also other correspondence from him.

You understand I have taken it for granted and have made all of my book entries in accordance with my suggestion and proposition that a Collier County Land Company be formed to hold, sell, lease and control Sections 4-8-20 and the W $\frac{1}{2}$ of Sec 28 and about 240 acres in Sec. 34 all in Twp. 52 South Range 30 East, the entire acreage aggregating in round figures about 2500 acres.

As explained I can and will put this land into the Land Co. at a very moderate price; as payments are made by the Land Company warranty deed will be furnished to the Land Company covering all payments made or which may be made in the future. In other words, I have already gotten some of this land released from the operation of the mortgage and can get each section released from the mortgage upon payment of specified sums.

I don't want to consummate this deal fully until you are further along in the tomato crop this year. I am writing you now so that you can have the P. John Hart letters before you and an outline of the descriptions of the lands I propose to convey to this Land Company which I discussed with you and Mr. Young and one or two others who will join us.

1. You understand I desire you to be manager of this Land Co.
2. That you will lease or use for your own operations such areas as you desire.
3. That you lease to others as you may desire or elect.
4. That you sell such lands you may be able to dispose of at a satisfactory profit.
5. That you plan and construct during the dry season roads to reach such areas of the acreage as may be decided best.

6. Plan and put into effect such protection from water, either to take off or hold on as may be best.

In other words, I am placing approximately 2500 acres of the very best land I own over there into this Land Company to the end that you can lease, sell or manage same to the best interest of those who are going to lease and to the best advantage of all parties concerned; and to the further end that you can control this select acreage and be able to handle the products therefrom through your packing houses; and further that you can definitely make your plans for years to come for this land holding company owning 2500 acres to meet your requirements and at the same time earn a revenue.

My thought is that we could form this Collier County Land Co with a capital stock of par value and a larger amount of capital stock at no par value; that a certain amount of each class of stock would be appropriated to you and others who go into this land company with me and the portion over and above the amounts in cash paid so secure deed would of course be issued to me of each class of stock.

I am sending you a map showing these lands marked in red and showing the lands owned by H. W. Bird Tomato Corporation marked in yellow.

I wish you would talk this over with Mr. Young and while I know you are more than busy now I want to have a conference with you both sometime next week on the subject. In fact I would very much like for you, Mr. Young and myself to make a personal inspection of these lands.

Please read this letter over several times if you do not grasp its full import just now and I will see you sometime next week. In the meantime I am going to stop at Fort Myers in the next few days and see Mr. Hart.

Personal regards.

Yours very truly,

JFJ/DA
Enclosures:

Dictated but not read
by JFJ.

Kindly return Hart file after reading same.