

RESOLUTION NO. 93-187

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A CERTAIN AGREEMENT ACCEPTING THE DONATION OF A PORTION OF PROPERTY NECESSARY FOR IMPROVEMENTS AT THE INTERSECTION OF STATE ROAD 312 AND COUNTY ROAD 5-A.

WHEREAS, Brianne L. Sinha desires to donate a portion of her property to the County, more fully described in the Agreement which is attached hereto as Exhibit A, incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the citizens of St. Johns County to acquire ownership of the Property necessary for improvements at the intersection of State Road 312 and County Road 5-A.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. That the County approves the aforementioned Agreement upon the terms and conditions contained therein.

Section 2. That the County Administrator is hereby authorized to execute the agreement on behalf of the Board of County Commissioners of St. Johns County, Florida.

Section 3. That the Clerk is instructed to file the Agreement and mail a copy of the executed Agreement to Brianne L. Sinha, 1519 San Rafael Way, St. Augustine FL 32084.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 14th day of December, 1993.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: Alan Roberts  
Its Chair

ATTEST: Carl "Bud" Markel, Clerk

BY: Yvonne Carter  
Deputy Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into this 14th day of December, 1993, by and between THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter designated as "County", and Brianne L. Sinha, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, the Owner desires to donate a portion of her non-homesteaded property, more fully described in Exhibit A, attached hereto, incorporated by reference and made a part hereof (the Property), to the County; and

WHEREAS, it is in the public interest for the County to acquire ownership of the Property necessary for a turn lane and improvements at the intersection of State Road 312 and County Road 5-A; and

WHEREAS, the County and the Owner agree the fair market value of the Property to be donated is \$12,500.00.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed between the parties as follows:

1. The County hereby accepts the Property as a donation from the Owner for necessary improvements.

2. Upon execution of this Agreement by the parties, the Owner will execute a warranty deed conveying the Property to the County in fee simple title with no encumbrances and the County Administrator will complete Section B, Part 1 of form #8283 (Non-cash Charitable Contributions) upon presentation by Owner.

3. The County will construct a curb cut into the southwest portion of the Property as close to the intersection as possible but not closer than 100 feet from the right-of-way line of SR 312 and CR 5A pursuant to St. Johns County Ordinance 86-4.

4. The County will pay for title insurance, and closing costs for transfer and recording of the deed.

5. Property taxes will be prorated at time of closing.

6. This agreement may be amended in writing executed with the same formalities as the original.

7. This agreement shall be construed and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue for any dispute hereunder shall be in the Circuit Court of St. Johns County, Florida.

8. The executed original of this agreement shall be filed with the Clerk of the St. Johns County Board of County Commissioners, and each party shall receive a certified copy of the recorded agreement.

9. This agreement shall be effective upon approval of a resolution by the Board of County Commissioners authorizing the execution of the Agreement by the County Administrator, and execution by all parties hereto.

10. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

11. Notices or correspondence related to this agreement shall be sent to the following:

For Brianne L. Sinha

1519 San Rafael Way  
St. Aug. FL 32084

For St. Johns County  
County Administrator  
P. O. Drawer 349  
St. Augustine FL 32085

12. If any section, phrase, sentence or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written above.

Signed, Sealed and Delivered in the presence of:

Yvonne Carter  
Print Name Yvonne Carter

Amy Bennett  
Print Name Amy Bennett

Mary Ann Blount  
Print Name Mary Ann Blount

Brenda Povia  
Print Name Brenda POVIA

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BY: Nicholas M. Meiszer  
Nicholas M. Meiszer  
County Administrator

Brianne L. Sipha  
Brianne L. Sipha  
Address 1519 San Rafael Way  
St. Augustine, Florida  
32084

**EXHIBIT "A"**

The Westerly fifteen (15) feet of the following described property.

A parcel of land in the G. W. Perpall Grant, Section 41, Township 7 South, Range 30 East, St. Johns County, Florida, said parcel of land being part of the property described in Deed Book 52, page 531, of the public records of St. Johns County, Florida, said parcel of land being more fully described as follows:

Commence at the Southwest corner of the G. W. Perpall Grant, Section 41, Township 7 South, Range 30 East; thence North 0 degrees 28 minutes West 3,448.5 feet along the West line of Section 41; thence continuing North 0 degrees 28 minutes West 117.78 feet along the west line of said Section 41 to a point on the East right of way line of State Road No. S-5A; thence Northerly along the East right of way line, said right of way line being a circular curve to the right, a distance of 132.42 feet to the end of said curve at State Road Station No. 148 plus 63.21; thence North 9 degrees 29 minutes East, along the said right of way line of State Road No. S-5A, a distance of 795.60 feet to the point of beginning at Southeast corner of that parcel described in O.R. Book 35, page 547; thence South 80 degrees 31 minutes 22 seconds East, a distance of 209.0 feet; thence South 9 degrees 29 minutes West, a distance of 209 feet; thence North 80 degrees 31 minutes 22 seconds West, a distance of 209 feet to the East right of way line of State Road S-5A; thence North 9 degrees 29 minutes East, along said West right of way, a distance of 209.0 feet to the Point of Beginning.