

RESOLUTION NO. 2002 275

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE DONATION
OF PROPERTY FOR THE FUTURE CONSTRUCTION OF THE 312
EXTENSION.**

WHEREAS, the State of Florida Department of Transportation in conjunction with St. Johns County proposes to construct the continuation of SR 312 called the 312 Extension, Section 25, Township 7, Range 29 East, in St. Johns County, Florida; and

WHEREAS, Howard W. Mizell is the owner of certain property along the corridor of the proposed SR 312 Extension, and

WHEREAS, Mizell is desirous of donating right-of-way to be used for the construction of the SR 312 Extension, more particularly described in the Deed of Dedication which forms a part of the Donation Agreement attached hereto and incorporated herein as **Exhibit "A"**, and

WHEREAS, Mizell will have temporary use of the donated property and the adjoining property termed "Mizell Donation and Easement Area" for the purposes of ingress, egress and utilities and the construction of improvements to facilitate such ingress, egress and utilities. The temporary use of these lands is detailed in the License Agreement also attached in **Exhibit "A"** incorporated herein and attached hereto by reference, and

WHEREAS, in order to effect this donation the County must be responsible for all closing costs associated with the transfer of this title. The total amount of these closing costs is \$32,056.61 and the source of these funds is CTF Reserves, Fund # 1131-59920.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Donation Agreement that details the terms and conditions of Mr. Mizell's donation shall be executed by the County Administrator of St. Johns County.

Section 2. The Deed of Dedication in favor of St. Johns County conveying all rights, title and interest of Mr. Mizell in and to the land described herein for transportation and other road purposes is hereby approved.

Section 2. The License Agreement in favor of Mr. Mizell licensing rights in and to the land described herein for ingress and egress and the construction of improvements to facilitate such ingress and egress shall be executed by the County Administrator of St. Johns County.

Section 3. A certified copy of this Resolution shall be forwarded forthwith Howard W. Mizell whose address is 231 River Ridge Road, Eden NC 27288.

Section 4. The Deed of Dedication transferring the property to the St. Johns County shall be duly recorded in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 17 day of December, 2002.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.**

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Cheryl Strickland
Deputy Clerk



Exhibit "A"

DONATION AGREEMENT

THIS AGREEMENT ACCEPTING THE DONATION OF REAL PROPERTY by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County") and **HOWARD W. MIZELL JR. ("Mizell")** whose address is 231 River Ridge Road, Eden NC 27288 is hereby made and entered into on _____.

RECITALS

WHEREAS, the County is desirous of acquiring property for the proposed SR 312 Extension and Mizell is the owner of certain property along the corridor of the proposed SR 312 Extension, and

WHEREAS, adjacent development has portions of land connecting to SR 207 which aligns with this proposed SR 312 Extension Right-of-Way being donated. This land (the "Easement Area") is to be acquired by the County, and

WHEREAS, Mizell is desirous of donating right-of-way to be used for the construction of the SR 312 Extension (the "Mizell donation") more particularly described in the Deed of Dedication attached hereto and incorporated herein as **Exhibit "A"**, and

WHEREAS, Mizell will have temporary use of the donated property and the adjoining property termed "Mizell Donation and Easement Area" for the purposes of ingress and egress, utilities and the construction of improvements to facilitate such ingress, egress, and utilities. The temporary use of these lands is detailed in the License Agreement attached in **Exhibit "B"** incorporated herein and attached hereto by reference, and

AGREEMENT

1. The Recitals are incorporated by reference into the body of this Agreement, and such Recitals are adopted as Findings of Fact.
2. Mizell for and in consideration of the sum of \$10.00 and other good and valuable consideration the receipt and sufficiency being hereby acknowledged hereby grants, bargains, sells forever unto the County all of those lands situated in St. Johns County, State of Florida being more particularly described in the Deed of Dedication, attached hereto and made a part hereof as **Exhibit "A"**.
3. Mizell hereby covenants with the County that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to donate, sell and convey said land, and hereby 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 prior to the date of this Agreement.
4. The County agrees to be responsible for the closing costs associated with this donation. Such costs include, but are not limited to a real estate appraisal, documentary stamps, title insurance, environmental site assessment and reasonable real estate commission.

5. The County agrees that Mizell will have a Right-in, Right-out driveway access to his parent property upon construction of the proposed SR 312 Extension at a location to be determined by the County or the State of Florida during the design of this transportation corridor.
6. Until such time as the proposed SR 312 Extension is constructed Mizell will be granted the License Agreement for ingress and egress as described in the License Agreement attached hereto as **Exhibit "B"**.
7. This Agreement shall be binding upon, and inure to the benefit of the parties, their successors, heirs and assigns

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of _____.

ST. JOHNS COUNTY, FLORIDA

Witness Name _____

Ben W. Adams, Jr.,
County Administrator

Witness Name _____

HOWARD W. MIZELL:

Witness Name _____

Howard W. Mizell

Witness Name _____

5. The County agrees that Mizell will have a Right-in, Right-out driveway access to his parent property upon construction of the proposed SR 312 Extension at a location to be determined by the County or the State of Florida during the design of this transportation corridor.
6. Until such time as the proposed SR 312 Extension is constructed Mizell will be granted the License Agreement for ingress and egress as described in the License Agreement attached hereto as Exhibit "B".
7. This Agreement shall be binding upon, and inure to the benefit of the parties, their successors, heirs and assigns

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of

ST. JOHNS COUNTY, FLORIDA

Ronald C Carter
Witness Name

Ben W. Adams, Jr.
County Administrator

Ronald C Carter
Witness Name

HOWARD W. MIZELL:

Robert Conner
Witness Name

Howard W. Mizell
Howard W. Mizell

Jo Ann Conner
Witness Name

Exhibit "A" to Agreement (Deed of Dedication)

**DEED OF DEDICATION
RIGHT-OF-WAY**

THIS INDENTURE, made this ____ day of _____, 2002, BETWEEN, **HOWARD W. MIZELL**, whose address is 321 River Ridge Road, Eden, North Carolina 27288, hereinafter called Grantor, and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called Grantee.

WITNESSETH: that for and in consideration of the acceptance of this Dedication by the Grantee, said Grantor does hereby give, grant, dedicate, and convey to the Grantee, its successors and assigns forever, the following described land, situate in St. Johns County, Florida, to wit:

PROPERTY IS DEPICTED AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

TO HAVE AND HOLD the same unto the Grantees, its successors and assigns forever, in fee simple for a public road, including therein the right to construct, maintain, and operate, either above or below the surface of the ground, electric, light and power, water, sewer, and drainage lines and other public utilities.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby 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 prior to the date of this Dedication.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

**Signed and Sealed
in Our Presence:**

(sign) _____
(print) _____

(sign) _____
(print) _____

GRANTOR

Howard W. Mizell

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____ . Who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

Exhibit "A" to Dedication
DEPICTION OF PROPERTY SUBJECT TO THIS DEDICATION



Exhibit "A" to Dedication (Cont.)

LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS DEDICATION

A PORTION OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 25 AS THE POINT OF BEGINNING, RUN NORTH 88 DEGREES 42 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 200.02 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, A DISTANCE OF 1065.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 50 DEGREES, 29 MINUTES, 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES, 43 MINUTES 45 SECONDS EAST, 853.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 102.12 FEET; THENCE SOUTH 39 DEGREES 01 MINUTES 31 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 50 DEGREES 58 MINUTES 29 SECONDS WEST, A DISTANCE OF 102.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 25 DEGREE 43 MINUTES 45 SECONDS WEST, 1023.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1057.49 FEET TO THE WEST LINE OF SAID SECTION 25 AND THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 29 MINUTES 01 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1063.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.81 ACRES, MORE OR LESS

Exhibit "B" to Donation Agreement - License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and executed this _____ day of _____, 2002, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "County", and **HOWARD W. MIZELL JR.** whose address is 231 River Ridge Road, Eden NC 27288 ("**Mizell**"), hereinafter referred to as the "Licensee".

RECITALS

WHEREAS, the County owns and at some future time is desirous of improving a portion of land adjacent to SR 207, which for the purposes of this Agreement will be termed the Mizell Donation and Easement Area. These lands are depicted and more particularly described in **Exhibit "A"**, incorporated herein and made a part hereof, and

WHEREAS, until the County and/or the State complete improvements on this land resulting in the construction of a right-of-way, the Licensee may make temporary use of the donated land for the purposes of ingress and egress and construct and maintain improvements and utilities which benefits Mizell's adjoining land. The Licensee may make temporary use of the Easement Area once the County acquires Fee Simple interest in this land and records the Deed in the public records of St. Johns County, Florida, and

NOW THEREFORE, in consideration of \$10.00, and Mizell's donation to the County, the receipt and sufficiency is hereby acknowledged, the County, does hereby license, without warranty, to the Licensee, the temporary use of the rights of way, upon the following terms, conditions and restrictions:

1. The Recitals are incorporated by reference into the body of this Agreement, and such Recitals are adopted as Findings of Fact.
2. The use of the Mizell Donation and the Easement Area is for that period of time commencing with the County acquiring title to the Mizell Donation and the Easement Area respectively and will end upon the completion of improvements to the Mizell Donation and Easement Area associated with the construction of that portion of the SR 312 Extension. Neither the execution or the termination of the License Agreement, nor the failure to construct the SR 312 Extension shall be deemed to impair or extinguish Mizell's pre-existing easement over the easement Area as established in the Agreement Regarding Road and Utility Improvements recorded in the public records of St. Johns County, Florida Official Records Book 1790 at Page 17.

3. Although the Licensee may enter and use the subject Mizell Donation and Easement Area, the Licensee shall not be in possession of said lands. Upon acquisition of title, the County shall possess and otherwise control all aspects of use of the Mizell Donation and Easement Area. The license shall be non-exclusive and Licensee will allow the continuance of any use or access by the general public and the County that has become customary. Moreover, Licensee agrees to allow the County to grant any easement it deems appropriate during the period of this license that burdens the same Mizell Donation.
4. Licensee shall have the right to assign this license, with written notice to the County, provided any assignment shall fully bind Assignee as a successor Licensee.
5. The Licensee shall have the right to make improvements to the subject Mizell Donation and Easement Area. But, the Licensee shall make no improvements to, or maintain the property, or rely on the use of this Mizell Donation and Easement Area in any way that would materially prevent or substantially impede the future construction of the 312 Extension.
6. The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of Mizell Donation and Easement Area.
7. The County and its agents, servants, and employees shall have and hereby reserve their right and privilege, all reasonable times during the term of this license, to enter said Mizell Donation and Easement Area, to examine and inspect the same. The Licensee shall not cause or permit any use of the Mizell Donation and Easement Area for other than those uses specifically provided for in this license.
8. The Licensee, in consideration for the use of the Mizell Donation and Easement Area does hereby release and discharge and further will indemnify and save harmless the County from any and all claims for personal injuries or property damages during the existence of this license, arising in any manner by virtue of the use or occupancy of such Mizell Donation and Easement Area by the Licensee.
9. If the Licensee shall fail to comply with or abide by any of the provisions or stipulations in this license on its part, and such default continues for sixty (60) days after written notice of default, the County may, at its option, terminate this license and terminate the Licensee's use of said Mizell donation and Easement Area.

10. The waiver of County of any such breach hereof on the part of the Licensee, or the indulgence by the County, shall not be deemed, held, or construed as a waiver of any subsequent breach, or imply any further indulgence.
11. The execution of this License shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.
12. This Agreement is binding upon and inures to the benefit of the parties, their successors, heirs and assigns.

- 11. The execution of this License shall not constitute a waiver by either party hereto of any right or claim of right to the subject lands or to use the subject lands.
- 12. This Agreement is binding upon and inures to the benefit of the parties, their successors, heirs and assigns.

MADE AND EXECUTED the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Witness
As to Board of County Commissioners

By: _____

ATTEST: CHERYL STRICKLAND
Clerk of Court

By: _____
Deputy Clerk

Ronald C Carter

Witness

Ronald C. Carter

Printed Witness Name

Robert Conner

Witness

B Ann Coburn

Printed Witness Name

Howard W. Mizell, Jr.

HOWARD W. MIZELL, JR.

MADE AND EXECUTED the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Witness

As to Board of County Commissioners BY: _____
Ben W. Adams, Jr.,
County Administrator

ATTEST: CHERYL STRICKLAND, Clerk of Court

BY: _____
Deputy Clerk

Witness

As to _____.

Witness

As to _____.

Witness

As to _____.

Witness

As to _____.

Exhibit "A" to License Agreement
LEGAL DESCRIPTION OF MIZELL DONATION

A PORTION OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 25 AS THE POINT OF BEGINNING, RUN NORTH 88 DEGREES 42 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 200.02 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, A DISTANCE OF 1065.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 50 DEGREES, 29 MINUTES, 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES, 43 MINUTES 45 SECONDS EAST, 853.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 102.12 FEET; THENCE SOUTH 39 DEGREES 01 MINUTES 31 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 50 DEGREES 58 MINUTES 29 SECONDS WEST, A DISTANCE OF 102.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 25 DEGREE 43 MINUTES 45 SECONDS WEST, 1023.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1057.49 FEET TO THE WEST LINE OF SAID SECTION 25 AND THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 29 MINUTES 01 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1063.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.81 ACRES, MORE OR LESS

Exhibit "A" to License Agreement (cont.)

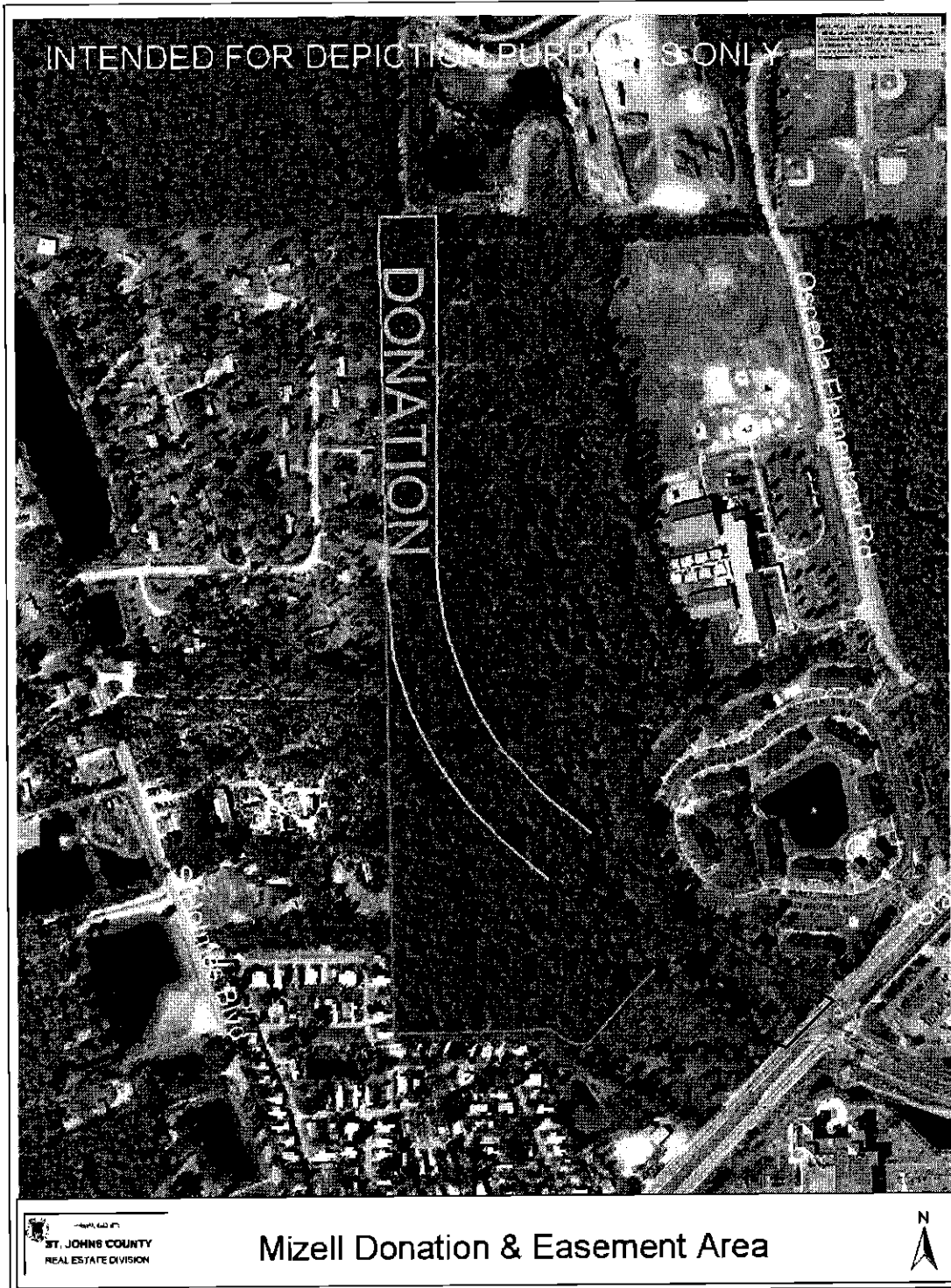
LEGAL DESCRIPTION OF EASEMENT AREA

A PORTION OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 25' AS THE POINT OF REFERENCE, RUN NORTH 88 DEGREES 42 MINUTES 04 SECONDS EAST ALONG NORTH LINE OF SAID SECTION 25, A DISTANCE OF 200.02 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, A DISTANCE OF 1065.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES 43 MINUTES 45 SECONDS EAST, 853.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 102.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 50 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 459.51 FEET TO THE POINT OF CURVATURE OF A CURVE. CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1307.00 FEET, A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 44 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 36 MINUTES 51 SECONDS EAST, 256.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 257.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 241.10 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD NO. 207; SECTION 78050-2516; THENCE RUN ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 43 DEGREES 51 MINUTES 34 SECONDS WEST, A DISTANCE OF 186.95 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 43 DEGREES 51 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 46 DEGREES 08 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 43 DEGREES 51 MINUTES 34 SECONDS WEST, A DISTANCE OF 11.23 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 62 DEGREES 15 MINUTES 13 SECONDS WEST, A DISTANCE OF 183.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1507.00 FEET, A CENTRAL ANGLE OF 11 DEGREES 16 MINUTES 44 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 36 MINUTES 51 SECONDS WEST, 296.18 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 296.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50 DEGREES 58 MINUTES 29 SECONDS WEST, A DISTANCE OF 459.51 FEET TO THE POINT OF BEGINNING.

Exhibit "A" (cont.)

Depiction of Mizell Donation and Mizell Donation and Easement Area



Donation of Property to St. Johns County, Florida

Name Mizell Donation

Parcel No. _____

Interest Conveyed. Fee Simple

This is to advise that the undersigned, as owner of the property depicted and more particularly described as **Schedule "A"**, desires to make a voluntary donation of said property or property interest to St. Johns County, Florida for the use and benefit of St. Johns County, Florida.

The undersigned hereby acknowledges that he/she has been fully advised by a St. Johns County representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

Schedule "A"



ST. JOHN'S COUNTY
REAL ESTATE DIVISION

Mizell Donation



Schedule "A" (Cont.)

**LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS
DEDICATION**

A PORTION OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY,
FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 25 AS THE POINT OF BEGINNING, RUN NORTH 88 DEGREES 42 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 200.02 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, A DISTANCE OF 1065.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 50 DEGREES, 29 MINUTES, 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES, 43 MINUTES 45 SECONDS EAST, 853.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 102.12 FEET; THENCE SOUTH 39 DEGREES 01 MINUTES 31 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 50 DEGREES 58 MINUTES 29 SECONDS WEST, A DISTANCE OF 102.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 25 DEGREE 43 MINUTES 45 SECONDS WEST, 1023.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1057.49 FEET TO THE WEST LINE OF SAID SECTION 25 AND THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 29 MINUTES 01 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1063.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.81 ACRES, MORE OR LESS

Donation of Property to Florida Department of Transportation

Item/Segment No.: _____
Managing District : _____
F.A.P. No. : _____
State Road No. : _____
County : _____
Parcel No. : _____
Interest Conveyed: _____

This is to advise that the undersigned, as owner of the property depicted and more particularly described as **Schedule "A"** desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

Schedule "A"



ST. JOHN'S COUNTY
REAL ESTATE DIVISION

Mizell Donation



Schedule "A" (Cont.)

**LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS
DEDICATION**

A PORTION OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY,
FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 25 AS THE POINT OF BEGINNING, RUN NORTH 88 DEGREES 42 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 200.02 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, A DISTANCE OF 1065.99 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 50 DEGREES, 29 MINUTES, 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEGREES, 43 MINUTES 45 SECONDS EAST, 853.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 102.12 FEET; THENCE SOUTH 39 DEGREES 01 MINUTES 31 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 50 DEGREES 58 MINUTES 29 SECONDS WEST, A DISTANCE OF 102.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 50 DEGREES 29 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 25 DEGREE 43 MINUTES 45 SECONDS WEST, 1023.60 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1057.49 FEET TO THE WEST LINE OF SAID SECTION 25 AND THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 29 MINUTES 01 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1063.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.81 ACRES, MORE OR LESS