

RESOLUTION NO. 2016- 295

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A SOVEREIGNTY SUBMERGED LANDS EASEMENT FOR ROAD IMPROVEMENTS ALONG RACE TRACK ROAD AND AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE THE EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, on May 27, 2016, the St. Johns River Water Management District issued the St. Johns County Engineering Division a consolidated Environmental Resource Permit and written authorization to Use State Owned Sovereign Submerged Lands, known as Durbin Creek; and

**WHEREAS**, the Permit authorizes construction of a Stormwater Management System with stormwater treatment by swales with ditch blocks and wet detention for Race Track Road from CR 2209 to Bartram Park Boulevard; and

**WHEREAS**, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Bureau of Public Land Administration, has presented to St. Johns County a Sovereignty Submerged Lands Easement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for road improvements along Race Track Road in the area of Durbin Creek; and

**WHEREAS**, the Race Track Road improvements include the construction of an additional vehicular bridge in the Durbin Creek area; and

**WHEREAS**, the Sovereignty Submerged Lands Easement is necessary for the road improvements planned along Race Track Road; and

**WHEREAS**, the Sovereignty Submerged Lands Easement will be effective for a period of fifty (50) years and stipulates the land shall be used solely for public transportation purposes (public vehicular bridge); and

**WHEREAS**, it is in the best interest of the County to accept this easement for the health, safety and welfare of the citizens of St. Johns County.

**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 Board of County Commissioners hereby approves the terms of the Sovereignty Submerged Lands Easement attached hereto, and authorizes the Chair, or designee, to execute said Easement.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to record the original Sovereignty Submerged Lands Easement in the Official Records Book of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 20<sup>th</sup> day of September, 2016.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_

Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: \_\_\_\_\_

Deputy Clerk

RENDITION DATE 9/22/16



EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By  
Tiana D. Brown  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399  
(850) 245-2555

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41922  
BOT FILE NO. 550239942  
PA NO. ISSL-10923600-97

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to St. Johns County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 06,  
Township 05 South, Range 28 East, in Durbin Creek,  
St. Johns County, Florida, as is more particularly described  
and shown on Attachment A, dated July 26, 2016.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from June 17, 2016, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes (public vehicular bridge) only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the St. Johns River Water Management District Environmental Resource Permit No. ISSL-109-23600-97, dated May 27, 2016, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

St. Johns County, Florida  
Land Management Systems  
Real Estate Division  
500 San Sebastian View  
St. Augustine, Florida 32084  
(904) 209-0760

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

4. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

11. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

Original Signature

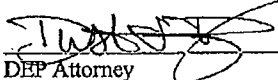
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

 8/9/16  
\_\_\_\_\_  
Notary Public, State of Florida  
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

WITNESSES:

St. Johns County, Florida (SEAL)  
By its Board of County Commissioners

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Jeb S. Smith  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Chair  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“GRANTEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeb S. Smith as Chair, for and on behalf of Board of County Commissioners of St. Johns County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

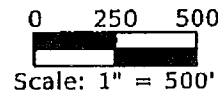
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name



SECTION 31, TOWNSHIP 4 SOUTH  
RANGE 28 EAST

**CURVE C4**  
P.I. STA. 177+96.05  
 $\Delta = 32^{\circ}53'33''$   
R = 1145.80'  
L = 657.78'  
CH. = 648.78'  
C.B. = N 59°30'38" E  
P.C. STA. 174+67.16  
P.T. STA. 181+24.94



**CURVE C3**  
P.I. STA. 154+36.02  
 $\Delta = 66^{\circ}32'53''$   
R = 1091.35'  
L = 1267.59'  
CH. = 1197.53'  
C.B. = S 76°20'17" W  
P.C. STA. 147+19.84  
P.T. STA. 159+87.43

**POINT OF COMMENCEMENT**  
NORTHEAST CORNER  
OF SECTION 6  
FOUND 2" I.P. NO ID.  
N 2098220.2372  
E 492368.4548

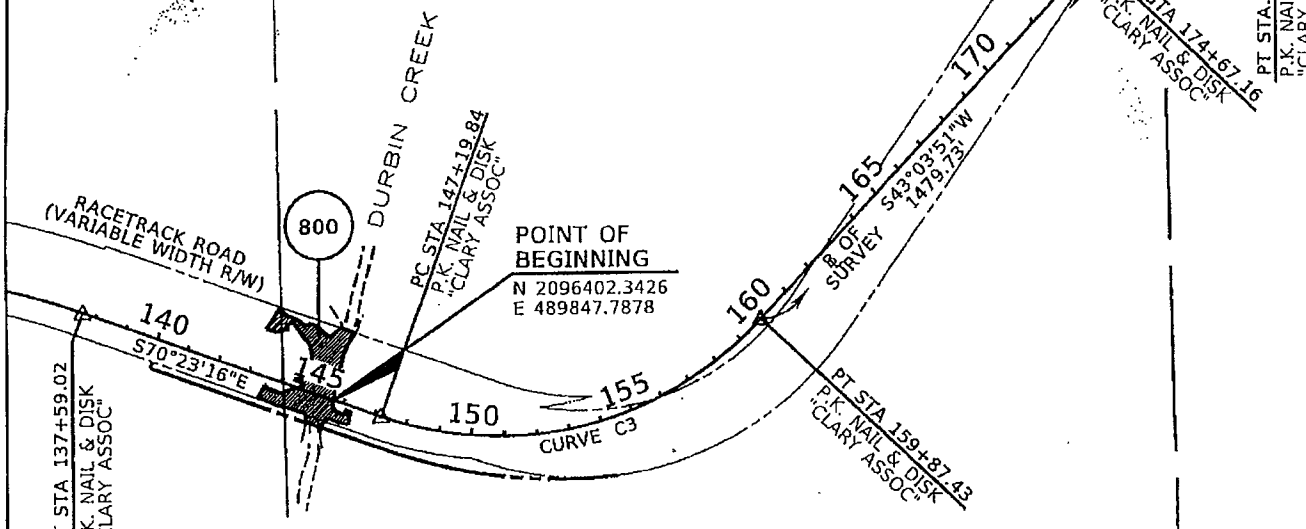
NORTH 1/4 CORNER  
OF SECTION 6  
FND. 1/2" I.P.  
W/ CLARY CAP

DUVAL COUNTY

ST. JOHNS COUNTY

SECTION 6, TOWNSHIP 5 SOUTH  
RANGE 28 EAST

$\Delta = 13^{\circ}46'17''$   
R = 1145.80'  
L = 275.40'  
CB = S49°56'59"W  
CH = 274.74'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°18'46"E	328.53'

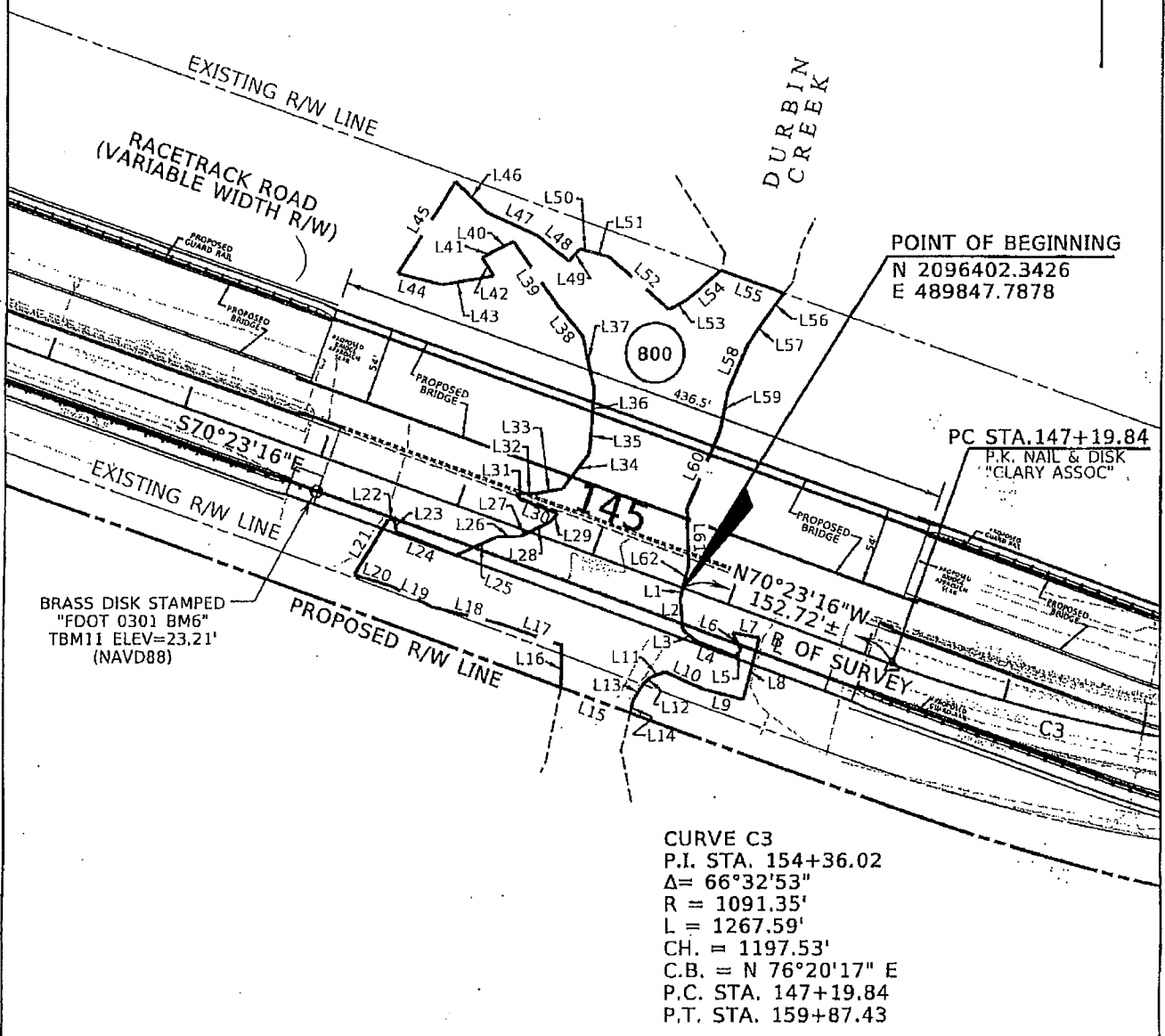
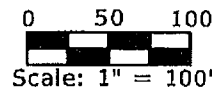
KEY MAP

SEE SHEET 1 FOR GENERAL NOTES & LEGEND

PROJECT NO: 2016-251

		FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		SKETCH & LEGAL DESCRIPTION		PARCEL 800	
		RACETRACK ROAD		ST. JOHNS COUNTY			
		BY	DATE	PREPARED BY:	CLARY & ASSOCIATES, INC. L.B. 3731		DATA SOURCE:
		DRAWN	J.SHEPARD	05/17/16	3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257		E.F.B. NO: N/A
REVISION	BY	DATE	CHECKED	N.COLLIGAN	05/23/16	F.P. NO. N/A	SECTION N/A
							SHEET 2 OF 5

SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST,  
ST. JOHNS COUNTY, FLORIDA



POINT OF BEGINNING  
N 2096402.3426  
E 489847.7878

PC STA. 147+19.84  
P.K. NAIL & DISK  
"CLARY ASSOC"

CURVE C3  
P.I. STA. 154+36.02  
 $\Delta = 66^\circ 32' 53''$   
R = 1091.35'  
L = 1267.59'  
CH. = 1197.53'  
C.B. = N  $76^\circ 20' 17''$  E  
P.C. STA. 147+19.84  
P.T. STA. 159+87.43

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
SEE SHEET 4 FOR LINE TABLE

PROJECT NO: 2016-251

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SKETCH & LEGAL DESCRIPTION PARCEL 800						
RACETRACK ROAD				ST. JOHNS COUNTY		
	BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: E.F.B. NO: N/A		
	DRAWN	J. SHEPARD	05/17/16			
REVISION	BY	DATE	CHECKED	M. COLLIGAN	05/23/16	F.P. NO. N/A
				SECTION N/A	SHEET 3 OF 5	

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S14°01'49"W	7.57'	L32	N88°47'28"E	14.17'
L2	S05°38'04"E	21.05'	L33	N80°41'59"E	17.65'
L3	S50°27'35"E	11.39'	L34	N38°45'44"E	30.15'
L4	S69°14'04"E	28.92'	L35	N06°09'44"E	17.02'
L5	N45°15'45"E	5.89'	L36	N03°27'54"E	28.58'
L6	N27°52'32"W	13.16'	L37	N13°23'10"W	36.60'
L7	S79°10'26"E	19.17'	L38	N40°05'40"W	25.35'
L8	S15°01'29"W	42.54'	L39	N35°08'27"W	56.09'
L9	N75°30'10"W	29.16'	L40	S63°49'56"W	14.99'
L10	N66°11'14"W	28.00'	L41	S60°26'30"W	9.36'
L11	S70°30'11"W	10.85'	L42	S33°13'35"E	15.01'
L12	S51°54'53"W	4.55'	L43	S80°39'18"W	36.26'
L13	S33°44'50"W	14.67'	L44	N75°42'34"W	31.73'
L14	S13°41'45"W	9.27'	L45	N32°20'34"E	74.10'
L15	N70°23'16"W	51.60'	L46	S46°15'13"E	30.12'
L16	N00°54'52"E	28.00'	L47	S65°28'16"E	39.00'
L17	N71°13'43"W	46.40'	L48	S51°17'41"E	27.60'
L18	N76°42'09"W	47.39'	L49	N41°13'37"E	11.50'
L19	N63°32'18"W	31.61'	L50	S73°24'36"E	5.94'
L20	N73°19'23"W	26.71'	L51	S74°41'01"E	15.37'
L21	N31°13'39"E	43.92'	L52	S49°12'19"E	55.44'
L22	S87°25'39"E	4.38'	L53	N62°22'44"E	13.91'
L23	S10°34'07"E	8.24'	L54	N48°55'17"E	31.12'
L24	S68°59'07"E	44.29'	L55	S70°23'16"E	46.56'
L25	N66°42'59"E	31.11'	L56	S36°37'44"W	20.17'
L26	N88°22'34"E	16.29'	L57	S33°45'36"W	22.94'
L27	N64°48'49"E	6.81'	L58	S22°57'44"W	34.72'
L28	N64°48'49"E	16.55'	L59	S10°45'41"W	28.75'
L29	N39°10'32"E	7.26'	L60	S23°19'22"W	56.36'
L30	N70°00'38"W	27.11'	L61	S01°38'03"E	39.72'
L31	N39°56'40"W	5.42'	L62	S14°01'49"W	15.22'

PROJECT NO: 2016-251

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

				FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SKETCH & LEGAL DESCRIPTION PARCEL 800	
		RACETRACK ROAD		ST. JOHNS COUNTY	
		BY	DATE	PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257	DATA SOURCE: E.F.B. NO: N/A
		DRAWN	J.SHEPARD	05/17/16	
REVISION	BY	DATE	CHECKED	M.COLLAGAN	05/23/16
				F.P. NO. N/A	SECTION N/A
				SHEET 4 OF 5	

PARCEL 800

SUBMERGED LAND EASEMENT

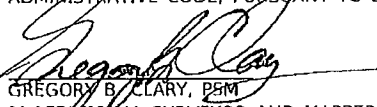
THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA, LYING BELOW THE MEAN HIGH WATER LINE OF DURBIN CREEK, IN SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 01°18'46" EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 328.53 FEET TO THE BASELINE OF SURVEY OF RACETRACK ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY), AND A CURVE TO THE LEFT, HAVING A RADIUS OF 1,145.80 FEET; THENCE ALONG SAID BASELINE OF SURVEY, THE FOLLOWING 4 COURSES AND DISTANCES: 1) ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 13°46'17", AN ARC DISTANCE OF 275.40 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 49°56'59" WEST, 274.74 FEET TO A POINT OF TANGENCY; 2) SOUTH 43°03'51" WEST, 1,479.73 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,091.35 FEET; 3) THENCE ALONG OF THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 66°32'53", AN ARC DISTANCE OF 1,267.59 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 76°20'17" WEST, 1,197.53 FEET TO A POINT OF TANGENCY; 4) NORTH 70°23'16" WEST, 152.72 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF DURBIN CREEK, AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID MEAN HIGH WATER LINE OF DURBIN CREEK, THE FOLLOWING 14 COURSES AND DISTANCES: 1) SOUTH 14°01'49" WEST, 7.57 FEET; 2) SOUTH 05°38'04" EAST, 21.05 FEET; 3) SOUTH 50°27'35" EAST, 11.39 FEET; 4) SOUTH 69°14'04" EAST, 28.92 FEET; 5) NORTH 45°14'45" EAST, 5.89 FEET; 6) NORTH 27°52'32" WEST, 13.16 FEET; 7) SOUTH 79°10'26" EAST, 19.17 FEET; 8) SOUTH 15°01'29" WEST, 42.54 FEET; 9) NORTH 75°30'10" WEST, 29.16 FEET; 10) NORTH 66°11'14" WEST, 28.00 FEET; 11) SOUTH 70°30'11" WEST, 10.85 FEET; 12) SOUTH 51°54'53" WEST, 4.55 FEET; 13) SOUTH 33°44'50" WEST, 14.67 FEET; 14) SOUTH 13°41'45" WEST, 9.27 FEET; THENCE NORTH 70°23'16" WEST, A DISTANCE OF 51.60 FEET TO SAID MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE NORTHERLY, WESTERLY, AND EASTERLY ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING 12 COURSES AND DISTANCES: 1) NORTH 00°54'52" EAST, 28.00 FEET; 2) NORTH 71°13'43" WEST, 46.40 FEET; 3) NORTH 76°42'09" WEST, 47.39 FEET; 4) NORTH 63°32'18" WEST, 31.61 FEET; 5) NORTH 73°19'23" WEST, 26.71 FEET; 6) NORTH 31°13'39" EAST, 43.92 FEET; 7) SOUTH 87°25'39" EAST, 4.38 FEET; 8) SOUTH 10°34'07" EAST, 8.24 FEET; 9) SOUTH 68°59'07" EAST, 44.29 FEET; 10) NORTH 66°42'59" EAST, 31.11 FEET; 11) NORTH 88°22'34" EAST, 16.29 FEET; 12) NORTH 64°48'49" EAST, 6.81 FEET TO SAID BASELINE OF SURVEY OF RACETRACK ROAD; THENCE CONTINUE NORTHERLY, NORTHWESTERLY, AND EASTERLY ALONG SAID MEAN HIGH WATER LINE OF DURBIN CREEK, THE FOLLOWING 27 COURSES AND DISTANCES: 1) NORTH 64°48'49" EAST, 16.55 FEET; 2) NORTH 39°10'32" EAST, 7.26 FEET; 3) NORTH 70°00'38" WEST, 27.11 FEET; 4) NORTH 39°56'40" WEST, 5.42 FEET; 5) NORTH 88°47'28" EAST, 14.17 FEET; 6) NORTH 80°41'59" EAST, 17.65 FEET; 7) NORTH 38°45'44" EAST, 30.15 FEET; 8) NORTH 06°09'44" EAST, 17.02 FEET; 9) NORTH 03°27'54" EAST, 28.58 FEET; 10) NORTH 13°23'10" WEST, 36.60 FEET; 11) NORTH 40°05'40" WEST, 25.35 FEET; 12) NORTH 35°08'27" WEST, 56.09 FEET; 13) SOUTH 63°49'56" WEST, 14.99 FEET; 14) SOUTH 60°26'30" WEST, 9.36 FEET; 15) SOUTH 33°13'35" EAST, 15.01 FEET; 16) SOUTH 80°39'18" WEST, 36.26 FEET; 17) NORTH 75°42'34" WEST, 31.73 FEET; 18) NORTH 32°20'34" EAST, 74.10 FEET; 19) SOUTH 46°15'13" EAST, 30.12 FEET; 20) SOUTH 65°28'16" EAST, 39.00 FEET; 21) SOUTH 51°17'41" EAST, 27.60 FEET; 22) NORTH 41°13'37" EAST, 11.50 FEET; 23) SOUTH 73°24'36" EAST, 5.94 FEET; 24) SOUTH 74°41'01" EAST, 15.37 FEET; 25) SOUTH 49°12'19" EAST, 55.44 FEET; 26) NORTH 62°22'44" EAST, 13.91 FEET; 27) NORTH 48°55'17" EAST, 31.12 FEET TO THE NORTHERLY EXISTING RIGHT OF WAY LINE OF SAID RACETRACK ROAD; THENCE SOUTH 70°23'16" WEST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 46.56 FEET TO SAID MEAN HIGH WATER LINE OF DURBIN CREEK; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING 7 COURSES AND DISTANCES: 1) SOUTH 36°37'44" WEST, 20.17 FEET; 2) SOUTH 33°45'36" WEST, 22.94 FEET; 3) SOUTH 22°57'44" WEST, 34.72 FEET; 4) SOUTH 10°45'41" WEST, 28.75 FEET; 5) SOUTH 23°19'22" WEST, 56.36 FEET; 6) SOUTH 01°38'03" EAST, 39.72 FEET; 7) SOUTH 14°01'49" WEST, 15.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.922 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

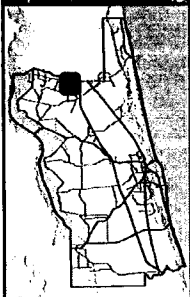
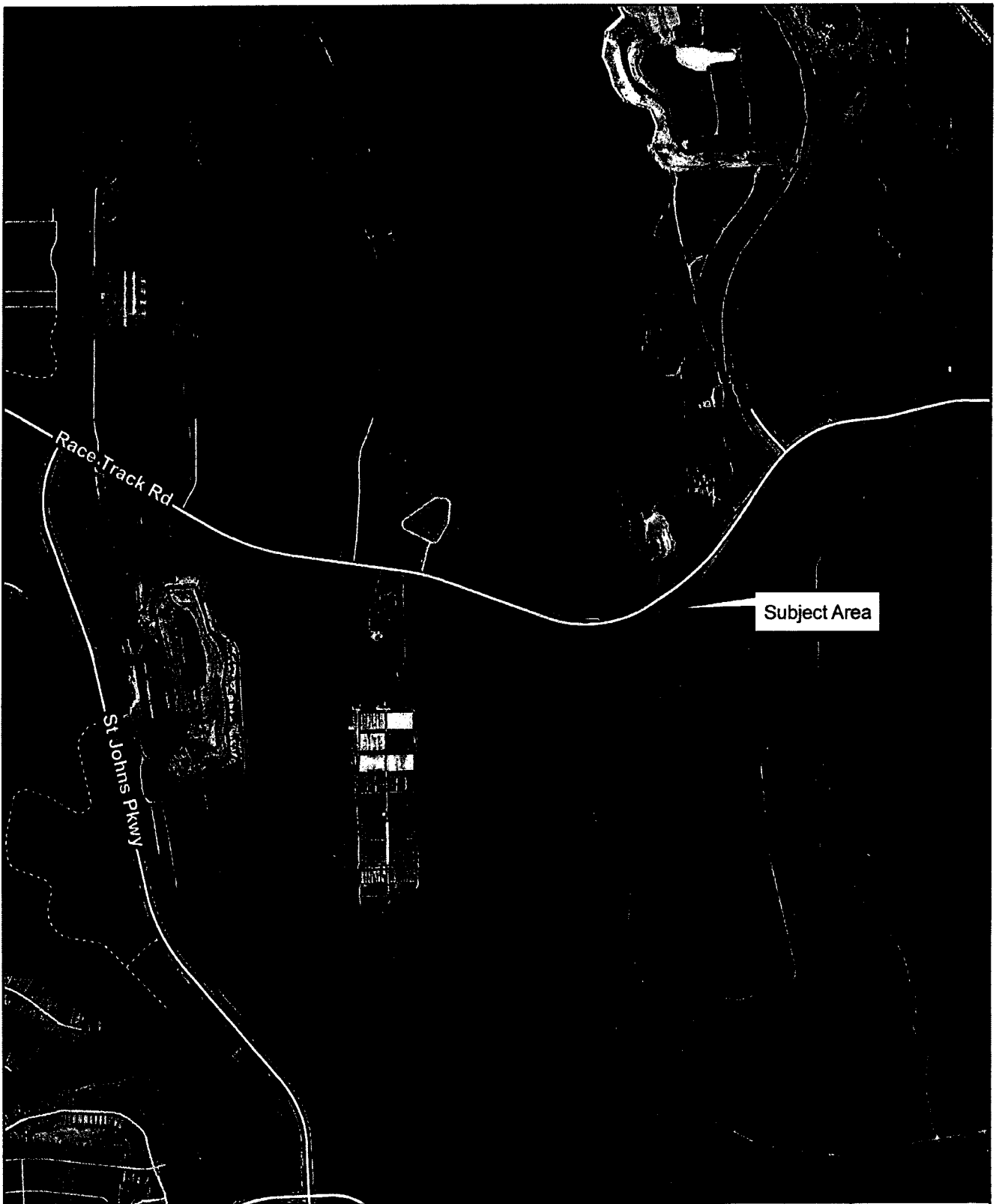
  
GREGORY B. CLARY, PSM

PROFESSIONAL SURVEYOR AND MAPPER NO. 3377  
3830 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
DATE: JULY 26, 2016  
NOT VALID UNLESS SIGNED AND SEALED

*JCS*

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

				FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SKETCH & LEGAL DESCRIPTION PARCEL 800	
		RACETRACK ROAD		ST. JOHNS COUNTY	
CHG'D NAMED	ILS	07/26/16	DRAWN	J.SHEPARD	05/17/16
REVISION	BY	DATE	CHECKED	M.COLLIGAN	05/23/16
			PREPARED BY: CLARY & ASSOCIATES, INC. L.B. 3731 3830 CROWN POINT ROAD, JACKSONVILLE, FL 32257		DATA SOURCE: E.F.B. NO: N/A
			F.P. NO. N/A		SECTION N/A
					SHEET 5 OF 5



2013 Aerial Imagery  
0 250 500 750  
Feet  
July 22, 2016

# Race Track Road

## Road Improvements

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0764

**Disclaimer:**  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate  
Division disclaims all responsibility  
for the accuracy or completeness  
of the data shown hereon.

