

RESOLUTION NO. 2006-348

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND ST. JOHNS COUNTY FOR IMPROVEMENTS TO THE INTERSECTION OF WEST KING ST. AND PALMER ST. PELLICER LANE AND APPROVED CERTAIN SHARED RESPONSIBILITIES FOR THIS TRANSPORTATION PROJECT.

WHEREAS, the County has and will continue maintenance responsibilities for the roadway in St. Johns County known as County Road 214 and/or W. King Street from County Road 13 to U. S. 1; and

WHEREAS, several sections of said roadway are in need of various improvements, both in and out of the incorporated limits of the City; and

WHEREAS, the governing bodies of the City and County recognize the desire and benefits of working cooperatively to implement improvements to County Road 214/W. King Street between U. S. 1 and Holmes Boulevard; and

WHEREAS, an engineering report titled **W. King Street and Palmer Street/Pellicer Lane Intersection Improvements Plan**, which has been prepared by the County identifies the recommended improvements to portions of County Road 214/W. King Street; and

WHEREAS, the City and County each intend to contribute efforts and costs toward the various improvements to provide a better roadway facility for all residents of the City and County; and

WHEREAS, the County and the City have determined that it is in their mutual interests to enter into an Interlocal Agreement, attached hereto and incorporated herein, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements and obligations of both the County, and the City, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the County and City to enter into this Agreement.

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

Section 1: The above recitals as hereby incorporated into the body of this Resolution and adopted as findings of fact.

Section 2: The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Inter-local Agreement between the City of St. Augustine and St. Johns County, Florida, and authorizing the County Administrator to execute the Agreement on behalf of the County.

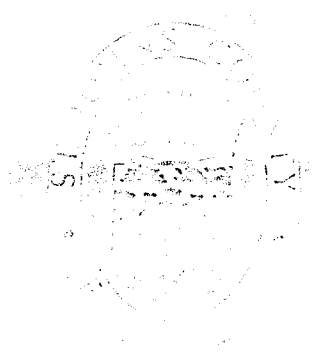
Section 3: The Clerk of Circuit Court is instructed to file the Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of October, 2006.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Patricia DeYonck By: James Bryant
Deputy Clerk James Bryant, Chair

Effective Date: 10-17-06



INTERLOCAL AGREEMENT
County Road 214 / W. King Street Roadway Improvements

THIS AGREEMENT made and entered into on this _____ day of _____, 2006, by and between the City of St. Augustine, a municipal corporation, organized under the laws of Florida, hereinafter called "City," and St. Johns County, a political subdivision of the State of Florida, hereinafter called "County."

WHEREAS, the County has and will continue maintenance responsibilities for the roadway in St. Johns County known as County Road 214 and/or W. King Street from County Road 13 to U. S. 1; and

WHEREAS, several sections of said roadway are in need of various improvements, both in and out of the incorporated limits of the City; and

WHEREAS, the governing bodies of the City and County recognize the desire and benefits of working cooperatively to implement improvements to County Road 214/W. King Street between U. S. 1 and Holmes Boulevard; and

WHEREAS, an engineering report titled **W. King Street and Palmer Street/Pellicer Lane Intersection Improvements Plan**, which has been prepared by the County identifies the recommended improvements to portions of County Road 214/W. King Street; and

WHEREAS, the City and County each intend to contribute efforts and costs toward the various improvements to provide a better roadway facility for all residents of the City and County; and

WHEREAS, the County and the City have determined that it is in their mutual interests to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements and obligations of both the County, and the City, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the County and City to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:

1. The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.
2. The County will proceed as expeditiously as possible, in order to finalize the required design, plans and specifications in accordance with the **W. King Street and Palmer Street/Pellicer Lane Intersection Improvements Plan**, with appropriate opportunities for City review and concurrence of those areas directly affecting the City.
3. The County will bid, award and administer the implementation (construction) of the project, in conformance with County bid/award procedures and/or guidelines.
4. The City shall contribute and convey to the County its properties as identified in the finalized plan as dedicated rights-of-way necessary for the improvements, **as noted in this Agreement Parcel numbers 101, 105 and 106 (including any and/all attached and incorporated Exhibits, and any and/all Revisions/Amendments to this Agreement)**.
5. The County will provide the legal descriptions and sketches of the additional rights-of-way required as defined in the above items 4.
6. The City, in an effort to expedite the implementation (construction) of the **W. King Street and Palmer Street/Pellicer Lane Intersection Improvements Plan**, will provide funding to the County for construction of a left turn lane from West King Street to Elkton Lane and a left turn lane from Palmer Street to City-owned property as identified as the Water Treatment Plant. The total estimated cost of this Project is four hundred ninety-nine thousand, nine hundred fifteen dollars (\$499,915.00). Through good faith negotiations with the City, they have agreed to provide a total of sixty one thousand one hundred dollars (\$61,100) in land and cash toward the project. Please note however, that the total contributions are subject to, and affected by, item 7 below.
The County shall bear the remaining cost of the project over and above the City's contribution including any change orders.
7. The County will recognize the conveyed rights-of-way by the City and will reduce the applicable funding by **thirty-one thousand, one hundred dollars (\$31,100.00)**. **As a result, the City's estimated cash contribution to this Project shall be thirty thousand dollars (\$30,000.00)**.

8. The City shall submit payment to the County within 30 days of receipt of invoice confirming substantial completion of that task.
9. Should the City fail to obtain the necessary rights-of-way required for the described portions of the project, the County may choose to modify the work effort or to not construct the intersection improvements on an expedited schedule.
10. This Agreement can be amended or terminated by mutual agreement of both parties with 30 days written notice. Should this Agreement be terminated, the parties will meet within one week of termination, in order to determine a) what if any sums of money are due, to either party, and b) what are the individual responsibilities of the parties with respect to winding up the project. Based on the termination meeting(s), the County and City will enter into an Amendment/Addendum to this Agreement that will set forth the rights, responsibilities, and obligations, of both the County and City associated with the termination of this Agreement.
11. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.
12. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
13. In light of the scope and rationale for this Agreement, neither the County, nor the City may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the City, assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then notwithstanding any other provision in this Agreement, such action on the part of either the County, or the City, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
14. Both the County, and the City, acknowledges that this Agreement constitutes the complete understanding of both parties. Both the County, and the City, acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the City. It is expressly note that any subsequent

amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the City of St. Augustine.

15. This Agreement shall be filed with both the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the City of St. Augustine.
16. Unless terminated sooner, as provided herein, this Agreement shall commence as of the effective date of this Agreement, and shall continue thereafter until, and through, **December 31, 2009**, or sooner, if the Project is completed prior to **December 31, 2009**, and the County and City agree, in writing, to an earlier termination date.
17. All notices and other correspondence to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a Copy To:

**St. Johns County Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084
Attention: County Engineer**

All notices and other correspondence to the City shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

City Manager
75 King Street
St. Augustine, Florida 32084

With a Copy To:

**City of St. Augustine
Department of Public Works
75 King Street
St. Augustine, Florida 32084**

18. The effective date of this Agreement will be the later of the following two dates—either October 1, 2006, or the date that this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST:

Clerk of the Board of County
Commissioners of St. Johns
County, Florida
(SEAL)

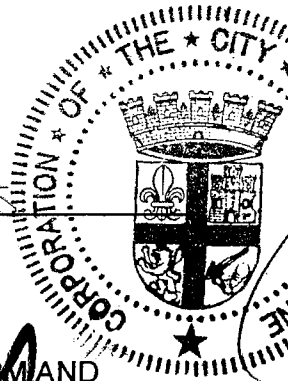
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

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

ATTEST:

Karon Rogot

City Clerk
(SEAL)



CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation
By: _____
George Gardner, Mayor
Date: 9-25-06

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

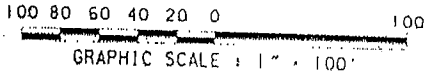
[Signature]

CITY ATTORNEY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

SEC. 41, T-7-S, R-29-E



ST. AUGUSTINE

ALTAVILLA SUBDIVISION

M.B. 5, PG. 49

N84°16'00"E 444.74'(C)

DANCY TRACT
M.B. 1, PG. 1

(ILLEGIBLE PLAT)

EXIST. R/W

N05°44'00"W
386.29'(C)

TRAVIS STREET 30' R/W (P)

101

City of St. Augustine
RE 111660-0000

N84°34'57"E
28.42'(C)

N84°34'56"E
312.08'(C)

S10°31'14"E
312.02'(C)
PALMER STREET
N11°52'41"W
119.09'(C)
C2

EXIST. R/W

N78°30'42"E
114.36'(C)
S84°08'48"W
169.58'(C)
P.O.B.

S81°37'50"W
161.32'(C)
S84°34'56"W
134.38'(C)

C.R. No. 214
(WEST KING STREET)

MADISON STREET

| LINE | BEARING | DISTANCE |
|------|-------------|-----------|
| L1 | N84°16'00"E | 9.56'(C) |
| L2 | S05°34'56"E | 60.58'(C) |
| L3 | N05°44'00"W | 7.21'(C) |
| L4 | N13°12'11"W | 91.89'(C) |
| L5 | N31°05'38"W | 22.29'(C) |
| L6 | N09°17'33"W | 35.00'(C) |
| L7 | N18°02'07"E | 15.51'(C) |
| L8 | N09°17'33"W | 70.38'(C) |

| CURVE | DELTA | LENGTH | RADIUS | CHORD | CH. BEARING |
|-------|----------------|-----------|--------|-----------|-------------|
| C1 | 90°09'53"(RT.) | 23.61'(C) | 15.00' | 21.24'(C) | S39°30'00"W |
| C2 | 96°27'37"(LT.) | 42.09'(C) | 25.00' | 37.29'(C) | N36°21'08"E |

RIGHT OF WAY
PARCEL SKETCH

KING STREET

ST. JOHN'S PROJECT No.

PARCEL No. 101

JAMES D. FLICK
FLORIDA REGISTERED LAND SURVEYOR No. 6000
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP PROJECT NO.
02-0299.006

SHEET 1 OF 2

DATE: 7-11-05

SCALE: 1" = 100'

CHECKED: J. FLICK

REVISION

BY

DATE

DRAWN: M. RAY

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594
L.B. No. 2648

PARCEL NUMBER 101
LEGAL DESCRIPTION:
FEE SIMPLE

A portion of the Dancy Tract (illegible plat), according to the plat thereof as recorded in Map Book 1, Page 1, of the Current Public Records of St. Johns County, Florida, lying in Section 41, Township 7 South, Range 29 East, of said St. Johns County, Florida, being more particularly described as follows:

BEGIN at the Intersection of the Existing Northerly right of way line of C.R. No. 214 (West King Street) (a right of way of varying width) with the Southeasterly corner of Lot 1, Altavilla Subdivision, according to the plat thereof as recorded in Map Book 5, Page 49, said Current Public Records of St. Johns County, Florida; Thence North 05°44'00" West, along the Easterly line of said Lot 1, Altavilla Subdivision, a distance of 7.21 feet; Thence North 78°30'42" East, departing said Easterly line of Lot 1, Altavilla Subdivision, a distance of 114.36 feet; thence North 84°34'57" East a distance of 28.42 feet; thence North 84°34'56" East 312.08 feet to a point on a tangent curve to the left (concave Northwesterly); Thence Northeasterly along said curve, having a radius of 25.00 feet, for a distance of 42.09 feet, chord bearing North 36°21'08" East 37.29 feet, through a central angle of 96°27'37" to end of curve; Thence North 11°52'41" West a distance of 119.09 feet; Thence North 13°12'11" West a distance of 91.89 feet; Thence North 31°05'38" West a distance of 22.29 feet; Thence North 09°17'33" West a distance of 35.00 feet; Thence North 18°02'07" East a distance of 15.51 feet; Thence North 09°17'33" West a distance of 70.38 feet; Thence North 84°16'00" East a distance of 9.56 feet to the existing Westerly right of way line of Palmer Street (a right of way of varying width); Thence South 10°31'14" East, along said existing Westerly right of way of Palmer Street, a distance of 312.02 feet; Thence South 05°34'56" East, along said existing Westerly right of way line of Palmer Street, a distance of 60.58 feet to a point on a tangent curve to the right (concave Northwesterly); Thence Southwesterly along said curve, having a radius of 15.00 feet, for a distance of 23.61 feet, chord bearing South 39°30'00" West 21.24 feet, through a central angle of 90°09'53" to said existing Northerly right of way line of C.R. No. 214 (West King Street) (a right of way of varying width), and end of curve; Thence South 84°34'56" West, along said existing Northerly right of way line of C.R. No. 214 (West King Street), a distance of 134.38 feet; Thence South 81°37'50" West, along said existing Northerly right of way line of C.R. No. 214 (West King Street), a distance of 161.32 feet; Thence South 84°08'48" West, along said existing Northerly right of way line of C.R. No. 214 (West King Street), a distance of 169.58 feet to POINT OF BEGINNING;

Containing 9,626 Square Feet, More or Less.

GENERAL NOTES:

1. BEARINGS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 83/90. ALL FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE ENGLISH AND BASED ON THE SAME, AS REFLECTED IN THE BEARING BETWEEN THE CENTER OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 23 EAST (FND. P.K. NAIL & DISK, R.L.S. 5130) AND THE NORTH 1/4 CORNER OF SAID SECTION 10 (FND. 4" DIA. CONC. MON. WITH 1/2" SQUARE IRON ROD STAMPED, IAC), AS BEING N00°17'39"W.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

LEGEND:

| | |
|--------------------------|-----------------------------|
| (C) = CALCULATED | N.T.S. = NOT TO SCALE |
| C.R. = COUNTY ROAD | PG. = PAGE |
| E. = EAST | P.O.B. = POINT OF BEGINNING |
| EXIST. = EXISTING | ℙ = PROPERTY LINE |
| ' = FOOT/MINUTE | R = RANGE |
| " = INCH/SECOND | REQ. = REQUIRED |
| L.B. = LICENSED BUSINESS | R/W = RIGHT OF WAY |
| M.B. = MAP BOOK | S. = SOUTH |
| N. = NORTH | ST. = SAINT |
| No. = NUMBER | SEC. = SECTION |
| | T = TOWNSHIP |
| | W. = WEST |

PARCEL No. 101

SKETCH PREPARED BY



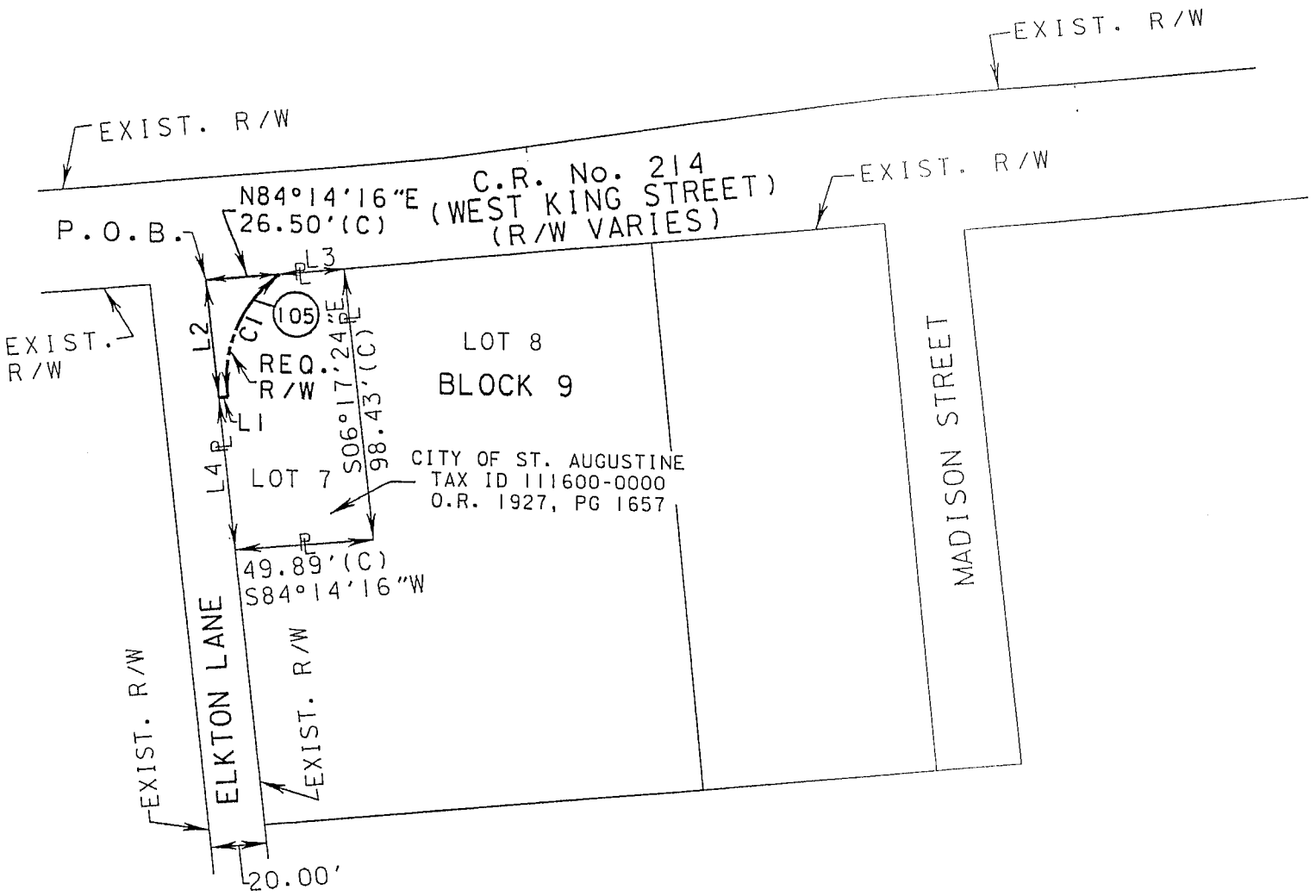
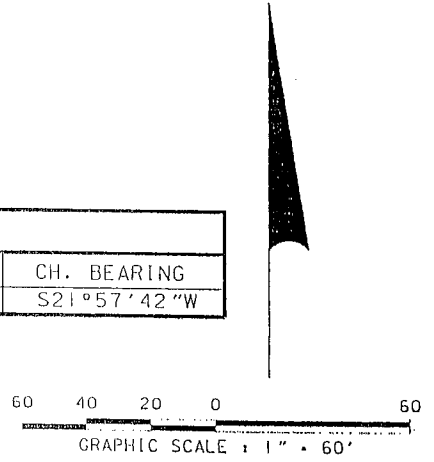
DRMP

ENGINEERS • SURVEYORS • PLANNERS • BOARDS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594
L.B. No. 2648

SEC. 41, T-7-S, R-29-E

| LINE DATA TABLE | | |
|-----------------|-------------|-----------|
| LINE | BEARING | DISTANCE |
| L1 | S84°35'00"W | 3.33'(C) |
| L2 | N06°17'24"W | 43.29'(C) |
| L3 | N84°14'16"E | 23.39'(C) |
| L4 | N06°17'24"W | 55.14'(C) |

| CURVE DATA TABLE | | | | | |
|------------------|----------------|-----------|--------|-----------|-------------|
| CURVE | DELTA | LENGTH | RADIUS | CHORD | CH. BEARING |
| CI | 61°17'06"(LT.) | 51.34'(C) | 48.00' | 48.93'(C) | S21°57'42"W |



DANCY TRACT

M.B. 1, PG. 1

(ILLEGIBLE PLAT)

RIGHT OF WAY
PARCEL SKETCH

KING STREET

ST. JOHNS PROJECT No.

PARCEL No. 105

DRMP PROJECT NO.
02-0299.006

SHEET 1 OF 2

DATE: 7-06-05

SCALE: 1"=60'

CHECKED: J. FLICK

DRAWN: M. RAY

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594
L.B. No. 2648

JAMES D. FLICK
FLORIDA REGISTERED LAND SURVEYOR No. 6088
(NOT VALID UNLESS SIGNED AND SEALED)

REVISION

BY

DATE

PARCEL NUMBER 105
LEGAL DESCRIPTION:
FEE SIMPLE

A portion of Lot 7, Block 9, of the Dancy Tract, according to the plat thereof as recorded in Map Book 1, Page 1, of the Current Public Records of St. Johns County, Florida, lying in Section 41, Township 7 South, Range 29 East, of said St. Johns County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Lot 7, Block 9, of the Dancy Tract, according to the plat thereof as recorded in Map Book 1, Page 1, of the Current Public Records of St. Johns County, Florida, in Section 41, Township 7 South, Range 29 East, of said St. Johns County, Florida, said point also being an intersection of the Existing Southerly right of way line of County Road No. 214 (West King Street) (a variable width right of way) with the Existing Easterly right of way line of Elkton Lane (a 20.00 foot right of way); Thence run along said Existing Southerly right of way line of County Road No. 214 (West King Street) and the Northerly line of said Lot 7, Block 9, North $84^{\circ}14'16''$ East 26.50 feet to a point on to a point on a non-tangent curve to the left (concave southeasterly); thence departing said lot line and said right of way line, from a chord bearing of South $21^{\circ}57'42''$ West, run southwesterly along said curve, having a radius of 48.00 feet, for an arc distance of 51.34 feet, through a central angle of $61^{\circ}17'06''$ to end of curve; Thence South $84^{\circ}35'00''$ West 3.33 feet to the aforesaid Existing Easterly right of way line of Elkton Lane; thence run along said Easterly right of way line, North $06^{\circ}17'24''$ West 43.29 feet to POINT OF BEGINNING;

Containing 424 Square Feet, More or Less.

GENERAL NOTES:

1. BEARINGS BASED ON F.D.O.T. R/W MAP OF S.R. 5, SECTION 78010-2522, DATED 6-29-84, AS REFLECTED ON THE BASELINE OF C.R. No. 214 (WEST KING STREET) AS BEING $N65^{\circ}42'58''E$ BETWEEN STATIONS 14+00.00 AND P.C. STA. 19+25.51.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

LEGEND:

& = AND
(C) = CALCULATED
C.R. = COUNTY ROAD
E. = EAST
EXIST. = EXISTING
' = FOOT/MINUTE
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
" = INCH/SECOND
L.B. = LICENSED BUSINESS
M.B. = MAP BOOK
N. = NORTH
No. = NUMBER
N.T.S. = NOT TO SCALE
PG. = PAGE
(P) = PLAT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P = PROPERTY LINE
R = RANGE
REQ. = REQUIRED
R/W = RIGHT OF WAY
S. = SOUTH
S'LY. = SOUTHERLY
SEC. = SECTION
T = TOWNSHIP
W. = WEST
W'LY. = WESTERLY

PARCEL No. 105

SKETCH PREPARED BY

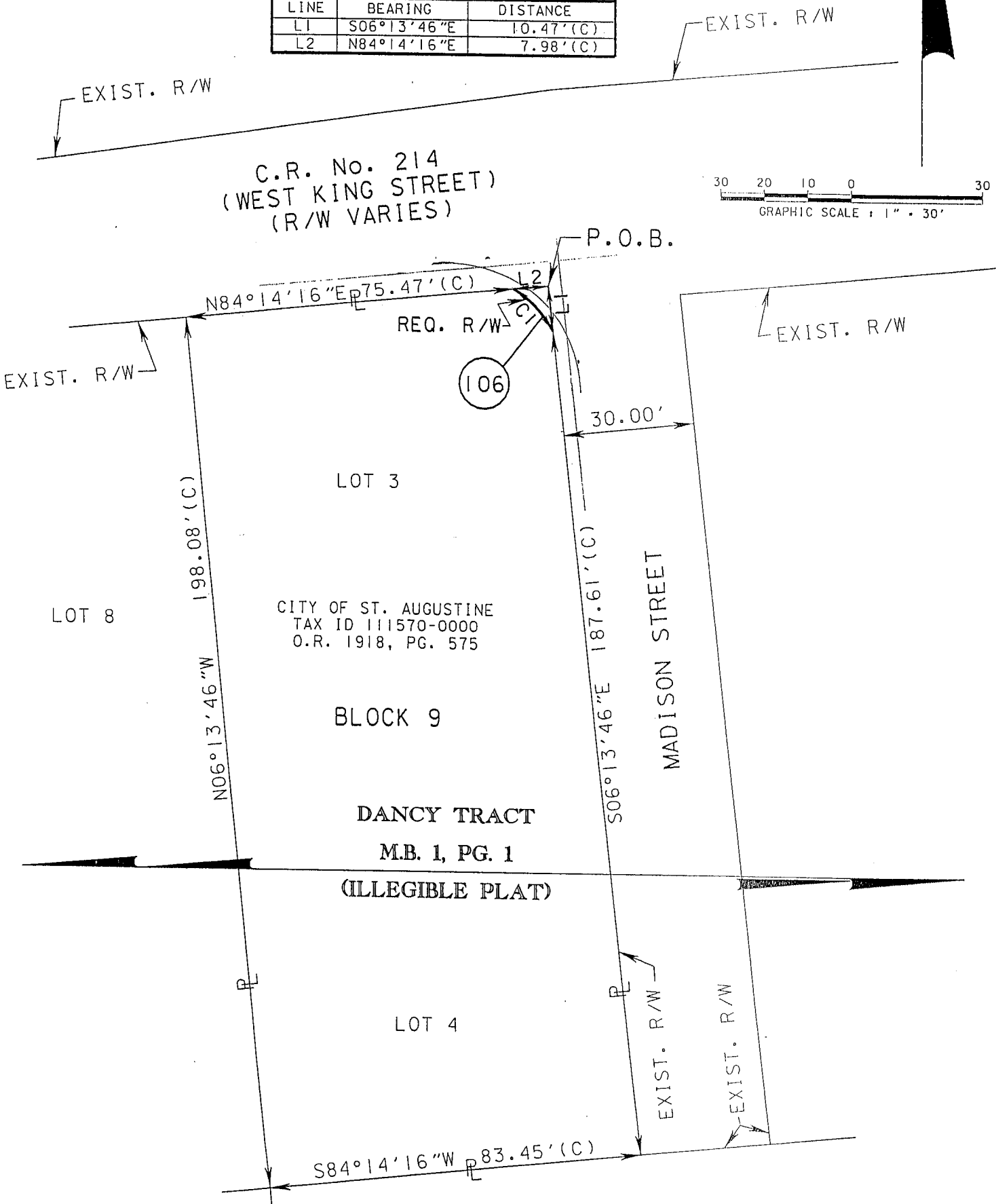


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1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594
L.B. No. 2648

SEC. 41, T-7-S, R-29-E

| CURVE DATA TABLE | | | | | |
|------------------|----------------|-----------|--------|-----------|-------------|
| CURVE | DELTA | LENGTH | RADIUS | CHORD | CH. BEARING |
| C1 | 27°17'38"(LT.) | 13.34'(C) | 28.00' | 13.21'(C) | N43°22'08"W |

| LINE DATA TABLE | | |
|-----------------|-------------|-----------|
| LINE | BEARING | DISTANCE |
| L1 | S06°13'46"E | 10.47'(C) |
| L2 | N84°14'16"E | 7.98'(C) |



| | | | |
|---|---------------------------------|-----------------------|-------------------|
| KING STREET | | ST. JOHNS PROJECT No. | |
| | | PARCEL No. 106 | |
| JAMES D. FLICK FLORIDA REGISTERED LAND SURVEYOR No. 6088 (NOT VALID UNLESS SIGNED AND SEALED) | DRMP PROJECT NO. 02-0299.006 | SHEET 1 OF 2 | DATE: 6/30/05 |
| | | | SCALE: 1" = 30' |
| | | | CHECKED: J. FLICK |
| | REVISION | BY | DATE |

SKETCH PREPARED BY



DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 1505 E. COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 (407) 896-0594
 L.B. No. 2648

PARCEL NUMBER 106
LEGAL DESCRIPTION:
FEE SIMPLE

A portion of Lot 3, Block 9, of the Dancy Tract, according to the plat thereof as recorded in Map Book 1, Page 1, of the Current Public Records of St. Johns County, Florida, lying in Section 41, Township 7 South, Range 29 East, of said St. Johns County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Lot 3, Block 9, of the Dancy Tract, according to the plat thereof as recorded in Map Book 1, Page 1, of the Current Public Records of St. Johns County, Florida, in Section 41, Township 7 South, Range 29 East, of said St. Johns County, Florida, said point also being an intersection of the Existing Southerly right of way line of County Road No. 214 (West King Street) (a variable width right of way) with the Existing Westerly right of way line of Madison Street (a 30.00 foot right of way); Thence run along said Existing Easterly right of way line of Madison Street and the Easterly line of said Lot 3, Block 9, South $06^{\circ}13'46''$ East 10.47 feet to a point on a non-tangent curve to the left (concave southwesterly); thence departing said lot line and said right of way line, from a chord bearing of North $43^{\circ}22'08''$ West, run northwesterly along said curve, having a radius of 28.00 feet, for an arc distance of 13.34 feet, through a central angle of $27^{\circ}17'38''$ to end of curve, said point lying on the aforementioned Existing Southerly right of way line of County Road No. 214 (West King Street); Thence North $84^{\circ}14'16''$ East 7.98 feet along said right of way line to POINT OF BEGINNING;


Containing 35 Square Feet, More or Less.

GENERAL NOTES:

1. BEARINGS BASED ON F.D.O.T. R/W MAP OF S.R. 5, SECTION 78010-2522, DATED 6-29-84, AS REFLECTED ON THE BASELINE OF C.R. No. 214 (WEST KING STREET) AS BEING $N65^{\circ}42'58''E$ BETWEEN STATIONS 14+00.00 AND P.C. STA. 19+25.51.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

LEGEND:

- (C) = CALCULATED
- C.R. = COUNTY ROAD
- E. = EAST
- EXIST. = EXISTING
- ' = FOOT/MINUTE
- " = INCH/SECOND
- L.B. = LICENSED BUSINESS
- M.B. = MAP BOOK
- N. = NORTH
- No. = NUMBER
- N.T.S. = NOT TO SCALE
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- \square = PROPERTY LINE
- R = RANGE
- REQ. = REQUIRED
- R/W = RIGHT OF WAY
- S. = SOUTH
- ST. = SAINT
- SEC. = SECTION
- T = TOWNSHIP
- W. = WEST

PARCEL No. 106
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