

RESOLUTION NO. 2016- 146

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR TO EXECUTE THREE DECLARATION OF JOINT-USE POND EASEMENTS FOR THE IMPROVEMENTS TO RACE TRACK ROAD IN THE BARTRAM PARK IMPACT FEE CREDIT AGREEMENT.**

**RECITALS**

**WHEREAS**, Winslow Farms, LTD., will execute three Declaration of Joint-Use Pond Easements for Pond Parcels 106B, 106C and 110C attached hereto as Exhibit "A" and Exhibit "B," incorporated by reference and made a part hereof; and

**WHEREAS**, the easements are required per the Bartram Park Impact Fee Credit Agreement for the construction, operation and maintenance for the Race Track Road Improvements; and

**WHEREAS**, these last three easements will complete the obligation of the Bartram Park Impact Fee Credit Agreement.

**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.

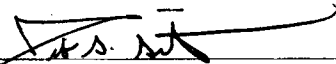
**Section 2.** The Board of County Commissioners hereby approves the terms and authorizes the Chair to execute the three Declaration of Joint-Use Pond Easements.

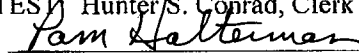
**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk is instructed to record the three Declaration of Joint-Use Pond Easements in the Public Records of St. Johns County, Florida.

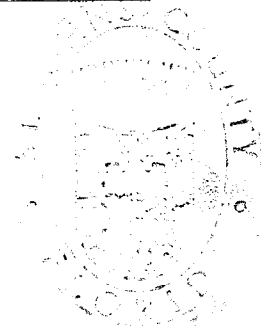
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7 day of June, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk  
By:   
Deputy Clerk

RENDITION DATE 6/9/16



**EXHIBIT "A" TO RESOLUTION**

Recording: \_\_\_\_\_  
Doc. stamps: \_\_\_\_\_  
Int. tax: \_\_\_\_\_  
TOTAL: \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY AND,  
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire  
Florida Bar No.: 350591  
CARLTON FIELDS  
4221 West Boy Scout Boulevard, Suite 1000  
Tampa, Florida 33607-5736  
(813) 223-7000  
(813) 229-4133 (Facsimile)  
jgiles@carltonfields.com

**DECLARATION OF JOINT-USE POND EASEMENT**

(Pond Parcels 106B and 106C)

**THIS DECLARATION OF JOINT-USE POND EASEMENT** (this "Declaration") is given as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, (the "Effective Date") by **WINSLOW FARMS, LTD.**, a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, ("Declarant") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida with its principal place of business at (and the mailing address of which is) 500 San Sebastian View, St. Augustine, Florida 32084, ("St. Johns County") in reference to the following facts:

(A) Declarant is the owner of the real property in St. Johns County, Florida, more particularly described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof, (the "Easement Property") on which there is located an existing drainage and retention pond (the "Existing Pond").

(B) Declarant desires to declare, establish, grant, convey, and reserve to and for St. Johns County, and St. Johns County's successors and assigns, easements for the construction, operation, and maintenance of a joint-use drainage and retention pond with a capacity no less than that of the Existing Pond and a surface area no greater than that of the Existing Pond, and for ingress, egress, and access upon, over, and across the Easement Property for such purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Declaration, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals are, by this reference, made a part of this Declaration.

2. **Exhibits.** The exhibits attached to this Declaration are, by this reference, made a part of this Declaration.

3. **Definitions and Abbreviation.** The following terms are used in this Declaration as defined in this Section 3:

(a) The terms defined in the preamble of this Declaration are used in this Declaration as defined therein.

(b) The terms defined in the Recitals are used in this Declaration as defined therein.

4. **Declaration of Easements for Joint-Use Pond and for Ingress, Egress, and Access.** Declarant hereby declares, establishes, grants, conveys, and reserves to and for the benefit of St. Johns County, and St. Johns County's successors and assigns, non-exclusive easements upon, over, and across the Easement Property for the purposes of: (a) the construction, operation, and maintenance of a joint-use drainage and retention pond with a capacity no less than that of the Existing Pond and a surface area no greater than that of the Existing Pond; (b) for pedestrian and vehicular ingress, egress, and access for purposes of such construction, operation, and maintenance; and (c) other purposes incidental to the foregoing, but for no other purposes whatsoever (collectively, the "Drainage Easement"). Notwithstanding the foregoing, Declarant shall have the right to reconfigure and/or relocate the Existing Pond, any replacement thereof, the Drainage Easement, the Easement Property, and any other drainage improvements constructed on the Easement Property or within the Drainage Easement, and further relocate and/or modify all or any portion of the stormwater drainage system on the Easement Property, including, without limitation, reconfiguring the Existing Pond or any replacement thereof by making it part of a larger pond or series of ponds (collectively, the "Reconfiguration"); provided, however, that neither the existing capacity nor the stormwater drainage flowing through the drainage pond or ponds and the associated drainage improvements shall be reduced, impaired, obstructed, restricted, or otherwise diminished thereby. Declarant also shall have the right to substitute for the foregoing Drainage Easement platted drainage easements; provided, however, that any such platted drainage easements shall be subject to the same rights and obligations as are set forth above. Any Reconfiguration shall be performed in accordance with any and all required St. Johns River Water Management District ("SJRWMD") or other permits.

5. **St. Johns County's Covenants.** St. Johns County, by the acceptance of this Agreement and use of the easements hereby granted, covenants and agrees to indemnify Declarant and hold Declarant harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage resulting from St. Johns County's use of the Easement Property. The foregoing obligation to indemnify Declarant and hold Declarant harmless shall survive any termination of this Declaration. St. Johns County, by the acceptance of this Agreement and use of the easements hereby granted, covenants and agrees to join Declarant in any amendment of this Declaration required to effect a Reconfiguration performed in accordance with any and all required SJRWMD or other permits.

6. **Platting and Dedication.** At such time as the Easement Property is platted by Declarant or Declarant's successors and assigns and the dedication thereof to St. Johns County, Florida, for the construction, operation, and maintenance of a joint-use pond, is accepted by St. Johns County, the easements hereby granted upon, over, and across the Easement Property shall terminate. Subject to the foregoing provision, the easements hereby granted shall be perpetual.

7. **Priority Over Liens.** The easements and other rights granted St. Johns County under this Declaration have priority over and are superior to any mortgages or other liens (excluding the lien for ad valorem real property taxes) that may encumber the Easement Property or any part thereof, and in no event shall the foreclosure of any mortgage or other lien encumbering all or any part of the Easement Property or any conveyance in lieu of foreclosure of any such mortgage or other lien terminate any easements and other rights granted St. Johns County under this Declaration. Declarant represents and warrants to St. Johns County that no mortgage or other lien (excluding the lien for ad valorem real property taxes not yet due and payable) encumbers the Easement Property or any part thereof, and Declarant shall not grant or permit the granting of any mortgage or other lien on the Easement Property or any part thereof prior to the recordation of this Declaration in the public records of St. Johns County, Florida.

8. **Running of Benefits and Burdens.** The provisions of this Declaration and all easements established hereby shall constitute covenants running with, and shall be appurtenant to, the land affected. All provisions of this Declaration and all easements established hereby shall inure to the benefit of and be binding upon any party which has, or obtains, an interest in the benefited or burdened land. References herein to "Declarant" and "St. Johns County" shall refer to Declarant or St. Johns County and their respective successors and assigns, as the case may be. The interests created hereunder shall not merge and this Declaration shall continue in full force and effect notwithstanding the unity of fee simple title of the Dominant Parcels and the Easement Property.

9. **Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Easement Property to the general public, it being the intention of the parties that this Declaration and the grant and reservation set forth herein shall be strictly limited to and for the purposes herein expressed.

10. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Declaration become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

11. **Enforcement.** In the event of any violation or threatened violation of the provisions of this Declaration, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding shall recover from the other party any attorneys' fees and costs incurred in such action or proceeding, including, without limitation, attorneys' fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.

12. **Entire Agreement; Amendment.** This Declaration contains all of the agreements and understandings of the parties with respect to the subject matter hereof. This Declaration may not be modified or amended in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the Declarant and St. Johns County and then only by a written instrument duly executed and acknowledged by Declarant and St. Johns County duly recorded in the public records of St. Johns County, Florida. Any owner of all or any portion of the Easement Property other than Declarant hereby is put on notice that this instrument may be modified or amended, for the purposes of complying with the requirements of any development order applicable to the Easement Property, or subordinated, released, or rescinded without the necessity of obtaining its consent. In addition to any other rights reserved herein, there is reserved to Declarant the right to amend this Declaration without the joinder and consent of any owner of all or any portion of the Easement Property (other than Declarant) or any other party for the purpose of:

(a) correcting scrivener's errors; and/or

(b) complying with the laws, ordinances, rules, and regulations of the United States, the State of Florida, St. Johns County, and any other governmental authority having jurisdiction over the Easement Property; and/or

(c) reflecting a Reconfiguration performed in accordance with any and all required SJRWMD or other permits.

13. **Governing Law.** This Declaration will be governed by and construed in accordance with the laws of the State of Florida.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, the Parties have executed this Declaration, and shall be deemed to have executed the same, as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
(Sign on this line.)

\_\_\_\_\_  
(Print name legibly on this line.)

\_\_\_\_\_  
(Sign on this line.)

\_\_\_\_\_  
(Print name legibly on this line.)

DECLARANT:

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,  
its Sole General Partner

By: \_\_\_\_\_  
ARTHUR E. LANCASTER,  
its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA        )  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2016, by ARTHUR E. LANCASTER, as Vice President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and limited partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Sign on this line.)

\_\_\_\_\_  
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida

COMMISSION NO.: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

(SEAL)

Resolution No. 2016 - \_\_\_\_\_

**CERTIFICATE OF APPROVAL AND ACCEPTANCE**

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida with its principal place of business at (and the mailing address of which is) 500 San Sebastian View, St. Augustine, Florida 32084, is the benefitted party under the foregoing Declaration and the easements created thereby (collectively, the "Easements").

The Declaration and the Easements have been approved and accepted by the Board of County Commissioners of St. Johns County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

By: \_\_\_\_\_  
JEB S. SMITH,  
Chair

**ATTEST:**  
HUNTER S. CONRAD, CLERK

By: \_\_\_\_\_  
\_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**  
Easement Property

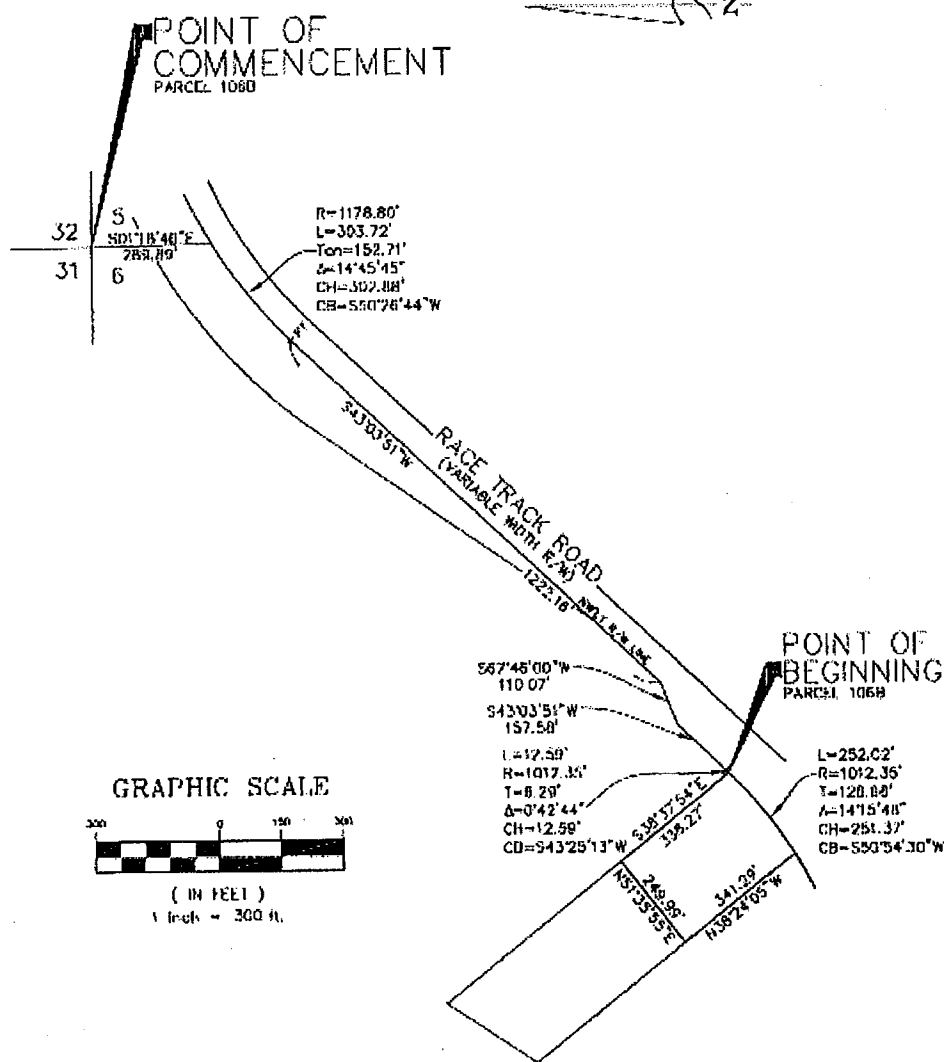
A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6 (ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY); THENCE SOUTH  $01^{\circ}18'46''$  EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 289.89 FEET TO AN INTERSECTION WITH THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND TO A POINT ON A CURVE; THENCE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, THROUGH A TOTAL CENTRAL ANGLE OF  $14^{\circ}45'45''$ , AN ARC DISTANCE OF 303.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $50^{\circ}26'44''$  WEST, 302.88 FEET; THENCE SOUTH  $43^{\circ}03'51''$  WEST, ALONG LAST SAID LINE, A DISTANCE OF 1222.16 FEET TO AN ANGLE POINT IN THE SAID EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE SOUTH  $67^{\circ}46'00''$  WEST ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, A DISTANCE OF 110.07 FEET; THENCE SOUTH  $43^{\circ}03'51''$  WEST ALONG LAST SAID LINE, A DISTANCE OF 157.58 FEET TO A POINT ON A CURVE; THENCE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.35 FEET, THROUGH A TOTAL CENTRAL ANGLE OF  $00^{\circ}42'44''$ , AN ARC DISTANCE OF 12.59 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $43^{\circ}25'13''$  WEST, 12.59 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.35 FEET, THROUGH A TOTAL CENTRAL ANGLE OF  $14^{\circ}15'48''$ , AN ARC DISTANCE OF 252.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $50^{\circ}54'30''$  WEST, 251.37 FEET; THENCE NORTH  $38^{\circ}24'05''$  WEST, A DISTANCE OF 341.29 FEET; THENCE NORTH  $51^{\circ}35'55''$  EAST, A DISTANCE OF 249.99 FEET; THENCE SOUTH  $38^{\circ}37'54''$  EAST, A DISTANCE OF 338.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 86487 SQUARE FEET (1.985 ACRES), MORE OR LESS.



# MAP SHOWING



AMENDED 3-23-07 TO REVISE PARCEL (2007-480)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS GRAPHIC, TITLED, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAWN BY COLLIER  
JOB NO. 2006-1884

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3030 CROWN POINT ROAD SUITE "A"  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2703 LB NO. 3731

DATE NOVEMBER 6, 2006  
SCALE 1" = 300'  
CHECKED BY: \_\_\_\_\_

**DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190**

## MAP SHOWING

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6 (ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY); THENCE SOUTH 01°18'46" EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 289.89 FEET TO AN INTERSECTION WITH THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND TO A POINT ON A CURVE; THENCE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.80 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°45'45", AN ARC DISTANCE OF 303.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°28'44" WEST, 302.88 FEET; THENCE SOUTH 43°03'51" WEST, ALONG LAST SAID LINE, A DISTANCE OF 1222.16 FEET TO AN ANGLE POINT IN THE SAID EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE SOUTH 67°48'00" WEST ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, A DISTANCE OF 110.07 FEET; THENCE SOUTH 43°03'51" WEST ALONG LAST SAID LINE, A DISTANCE OF 157.58 FEET TO A POINT ON A CURVE; THENCE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.35 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°42'44", AN ARC DISTANCE OF 12.59 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°28'13" WEST, 12.59 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.35 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°15'48", AN ARC DISTANCE OF 292.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°54'30" WEST, 251.37 FEET; THENCE NORTH 38°24'05" WEST, A DISTANCE OF 341.29 FEET; THENCE NORTH 51°35'55" EAST, A DISTANCE OF 249.99 FEET; THENCE SOUTH 38°37'54" EAST, A DISTANCE OF 338.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 85487 SQUARE FEET (1.985 ACRES), MORE OR LESS.

### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 01°18'46" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC. MAP FILE NO. T55-328

PARCEL 106B  
SHEET 2 OF 2

AMENDED 3-23-07 TO REVISE PARCEL (2007-480)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, (SET)S, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

GRATER COLLUM  
225 NO. 2508-1894

UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY WAS TO THE HIGHEST PRACTICABLE ACCURACY BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN ACCORDANCE WITH THE FLORIDA STATUTES AND THE RULES OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR PERSONAL STANDARDS.

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3830 CROWN POINT ROAD, SUITE "A"  
JACKSONVILLE, FLORIDA 32257  
(904) 260-2700      LD NO. 3731



**LEGEND**  
 RW - RIGHT-OF-WAY  
 PC - POINT OF CURVATURE  
 PT - POINT OF TANGENCY  
 DIV - OFFICIAL RECORDS  
 National  
 PB - PLAT BOOK  
 PZ - PLAZET  
 L - ARC LENGTH  
 T - TANGENT  
 A - ANGLE  
 CH - CHORD  
 S - DATA

DATE NOVEMBER 8, 2006  
SCALE 1" = 300'  
CHECKED BY:

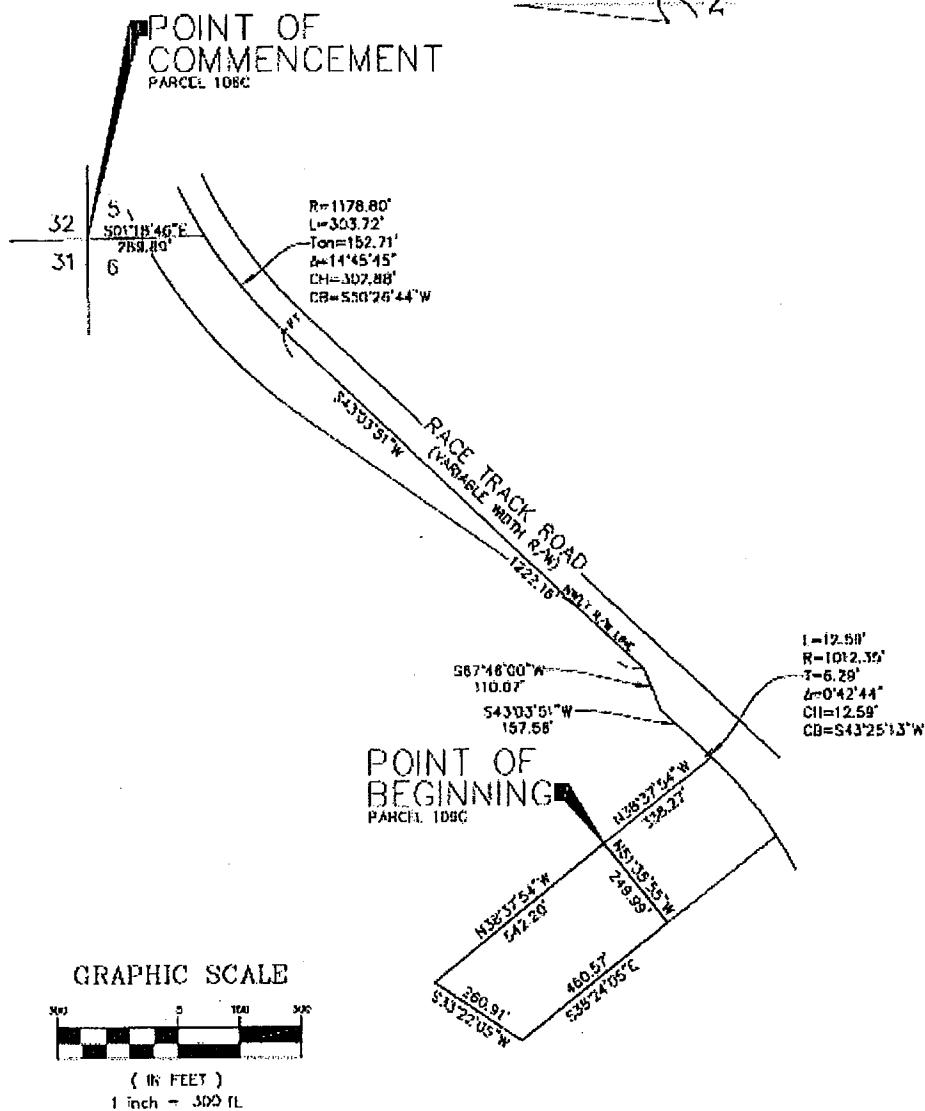
DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 124839 SQUARE FEET (2.866 ACRES), MORE OR LESS.

# MAP SHOWING



AMENDED 3-23-07 TO REVISE PARCEL (2007-480)

PARCEL 106C  
SHEET 1 OF 2

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, FLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAWER: COLLIGAN  
SAS No. 2008-1884

THIS IS AN OFFICIAL MAP AND SHALL BE KEPT IN THE OFFICE OF THE SURVEYOR. IT IS THE DUTY OF THE SURVEYOR TO CORRECT ANY ERRORS IN THIS MAP BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS. IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE, PARAGRAPH 125.001(4)(F), THE SURVEYOR HAS REVIEWED THIS MAP AND HAS DETERMINED IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3830 CROWN POINT ROAD SUITE "A"  
JACKSONVILLE, FLORIDA 32257  
(904) 700-2703 LB NO. 3731



- LEGEND**
- PL - RIGHT-OF-WAY
  - PO - POINT OF BEGINNING
  - PT - POINT OF TANGENCY
  - OR - OFFICIAL RECORDS
  - SI - SIGN
  - SB - PLAT BOOK
  - POB - PLAT BOOK
  - AP - AND LEADIN
  - T - TANGENT
  - R - RADII
  - Ch - CHORD
  - Δ - DELTA

DATE: NOVEMBER 6, 2006  
SCALE: 1" = 300'  
CHECKED BY:

DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

## MAP SHOWING

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6 (ALSO BEING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF SAID COUNTY); THENCE SOUTH 01°18'46" EAST, ALONG THE NORTHEAST LINE OF SAID SECTION 6, A DISTANCE OF 289.89 FEET TO AN INTERSECTION WITH THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND TO A POINT ON A CURVE; THENCE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1178.80 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 14°45'45", AN ARC DISTANCE OF 303.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°26'44" WEST, 302.88 FEET; THENCE SOUTH 43°03'51" WEST, ALONG LAST SAID LINE, A DISTANCE OF 1222.16 FEET TO AN ANGLE POINT IN THE SAID EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD; THENCE SOUTH 87°48'00" WEST ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD, A DISTANCE OF 110.07 FEET; THENCE SOUTH 43°03'51" WEST ALONG LAST SAID LINE, A DISTANCE OF 157.58 FEET TO A POINT ON A CURVE; THENCE ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RACE TRACK ROAD AND ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.35 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 00°42'44", AN ARC DISTANCE OF 12.59 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°29'13" WEST, 12.59 FEET; THENCE NORTH 38°37'54" WEST, A DISTANCE OF 338.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 38°37'54" WEST, A DISTANCE OF 542.20 FEET; THENCE SOUTH 33°22'05" WEST, A DISTANCE OF 260.91 FEET; THENCE SOUTH 38°24'05" EAST, A DISTANCE OF 460.57 FEET; THENCE NORTH 51°35'55" WEST, A DISTANCE OF 249.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 124839 SQUARE FEET (2 806 ACRES), MORE OR LESS.

### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 01°18'46" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC. MAP FILE NO. T55-328

PARCEL 106C  
SHEET 2 OF 2

AMENDED 3-23-07 TO REVISE PARCEL (2007-480)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER HAS DRAWING, SOUTHERN PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: COLLIGAN  
JOB NO. 2008-1884

UNLESS OTHERWISE SHOWN AND STATED THEREON, THIS MAP OR SURVEY WAS BY THE SURVEYOR'S PERSONAL OBSERVATION AND IS MADE BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 403.002, FLORIDA STATUTES, AND BEEN MET NECESSARILY MET ALL OTHER STATUTES, OR PERSONAL STANDARDS.

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3830 CROWN POINT ROAD SUITE "A"  
JACKSONVILLE, FLORIDA 32257  
(904) 200-2703      LIS NO. 3731



**LEGEND**  
 PLY - RIGHT-OF-WAY  
 CL - POINT OF CURVATURE  
 RT - POINT OF TANGENCY  
 ON - OFFICIAL RECORDS  
 WELM - WELLS  
 PS - PLAT BOOK  
 (JOB) - POINTS  
 - ARC (CHAIN)  
 T - TANGENT  
 S - SLOPE  
 CH - CHORD  
 Δ - DELTA

DATE NOVEMBER 6, 2008  
SCALE 1" = 300'  
CHECKED BY:

DENNIS E. ELSWICK, P.L.S. CERT. NO. 3100

**EXHIBIT "B" TO RESOLUTION**

Recording: \_\_\_\_\_  
Doc. stamps: \_\_\_\_\_  
Int. tax: \_\_\_\_\_  
TOTAL: \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY AND,  
AFTER RECORDING, RETURN TO:

Joel B. Giles, Esquire  
Florida Bar No.: 350591  
CARLTON FIELDS  
4221 West Boy Scout Boulevard, Suite 1000  
Tampa, Florida 33607-5736  
(813) 223-7000  
(813) 229-4133 (Facsimile)  
jgiles@carltonfields.com

**DECLARATION OF JOINT-USE POND EASEMENT**

(Pond Parcel 110C)

**THIS DECLARATION OF JOINT-USE POND EASEMENT** (this "Declaration") is given as of the \_\_\_\_ day of \_\_\_\_\_, 2016, (the "Effective Date") by **WINSLOW FARMS, LTD.**, a limited partnership organized and existing under the laws of the State of Florida with its principal place of business at (and the mailing address of which is) 700 Ponte Vedra Lakes Boulevard, Ponte Vedra Beach, Florida 32082, ("Declarant") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida with its principal place of business at (and the mailing address of which is) 500 San Sebastian View, St. Augustine, Florida 32084, ("St. Johns County") in reference to the following facts:

(A) Declarant is the owner of the real property in St. Johns County, Florida, more particularly described in Exhibit "A," which is attached hereto and, by this reference, made a part hereof, (the "Easement Property").

(B) Declarant desires to declare, establish, grant, convey, and reserve to and for St. Johns County, and St. Johns County's successors and assigns, easements for the construction, operation, and maintenance of a joint-use drainage and retention pond that meets the capacity requirements of St. Johns County, Florida, relative to the existing and planned improvements to Race Track Road and for ingress, egress, and access upon, over, and across the Easement Property for such purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Declaration, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals are, by this reference, made a part of this Declaration.

2. **Exhibits.** The exhibits attached to this Declaration are, by this reference, made a part of this Declaration.

3. **Definitions and Abbreviation.** The following terms are used in this Declaration as defined in this Section 3:

(a) The terms defined in the preamble of this Declaration are used in this Declaration as defined therein.

(b) The terms defined in the Recitals are used in this Declaration as defined therein.

4. **Declaration of Easements for Joint-Use Pond and for Ingress, Egress, and Access.** Declarant hereby declares, establishes, grants, conveys, and reserves to and for the benefit of St. Johns County, and St. Johns County's successors and assigns, non-exclusive easements upon, over, and across the Easement Property for the purposes of: (a) the construction, operation, and maintenance of a joint-use drainage and retention pond that meets the capacity requirements of St. Johns County, Florida, relative to the existing and planned improvements to Race Track Road; (b) for pedestrian and vehicular ingress, egress, and access for purposes of such construction, operation, and maintenance; and (c) other purposes incidental to the foregoing, but for no other purposes whatsoever.

5. **St. Johns County's Covenants.** St. Johns County, by the acceptance of this Agreement and use of the easements hereby granted, covenants and agrees to indemnify Declarant and hold Declarant harmless from and against any and all claims, demands, liabilities, losses, costs, or expenses arising from personal injuries or property damage resulting from St. Johns County's use of the Easement Property. The foregoing obligation to indemnify Declarant and hold Declarant harmless shall survive any termination of this Declaration.

6. **Platting and Dedication.** At such time as the Easement Property is platted by Declarant or Declarant's successors and assigns and the dedication thereof to St. Johns County, Florida, for the construction, operation, and maintenance of a joint-use pond, is accepted by St. Johns County, the easements hereby granted upon, over, and across the Easement Property shall terminate. Subject to the foregoing provision, the easements hereby granted shall be perpetual.

7. **Priority Over Liens.** The easements and other rights granted St. Johns County under this Declaration have priority over and are superior to any mortgages or other liens (excluding the lien for ad valorem real property taxes) that may encumber the Easement Property or any part thereof, and in no event shall the foreclosure of any mortgage or other lien encumbering all or any part of the Easement Property or any conveyance in lieu of foreclosure of any such mortgage or other lien terminate any easements and other rights granted St. Johns

County under this Declaration. Declarant represents and warrants to St. Johns County that no mortgage or other lien (excluding the lien for ad valorem real property taxes not yet due and payable) encumbers the Easement Property or any part thereof, and Declarant shall not grant or permit the granting of any mortgage or other lien on the Easement Property or any part thereof prior to the recordation of this Declaration in the public records of St. Johns County, Florida.

8. **Subordination of Easements to FDOT Easements.** Grantee, by the acceptance of this Agreement and use of the easements hereby granted, agrees, covenants, and consents with Declarant and the State of Florida Department of Transportation that this Agreement is and shall continue to be subject and subordinate to the property rights of the State of Florida Department of Transportation in and to any easement declared, established, granted, conveyed, or reserved by Declarant to or for the State of Florida Department of Transportation, its successors and assigns, for the purposes of accepting storm water runoff from that portion of the SR 9B and I-95 drainage system and associated improvements in compliance with the requirements of the St. Johns River Water Management District through and into the outfall, drainage ditches, drains, and water retention areas now existing or to be constructed by Declarant, and for draining, retaining, detaining, and conveying stormwater in, over, under, upon, and through the Easement Property, together with the right to access, observe, inspect, operate, maintain, construct, improve, and repair improvements located on or within the Easement Property, insofar as this Agreement affects the Easement Property.

9. **Running of Benefits and Burdens.** The provisions of this Declaration and all easements established hereby shall constitute covenants running with, and shall be appurtenant to, the land affected. All provisions of this Declaration and all easements established hereby shall inure to the benefit of and be binding upon any party which has, or obtains, an interest in the benefited or burdened land. References herein to "Declarant" and "St. Johns County" shall refer to Declarant or St. Johns County and their respective successors and assigns, as the case may be. The interests created hereunder shall not merge and this Declaration shall continue in full force and effect notwithstanding the unity of fee simple title of the Dominant Parcels and the Easement Property.

10. **Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Easement Property to the general public, it being the intention of the parties that this Declaration and the grant and reservation set forth herein shall be strictly limited to and for the purposes herein expressed.

11. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Declaration become illegal, null, or void for any reason or are held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

12. **Enforcement.** In the event of any violation or threatened violation of the provisions of this Declaration, the aggrieved party shall have the right to seek to enjoin such violation or threatened violation in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, and the prevailing party in any action or proceeding shall recover from the other party any attorneys' fees and costs incurred in such action or proceeding, including, without limitation, attorneys' fees and costs in any trial, appellate, bankruptcy, and post-judgment proceedings.



13. **Entire Agreement; Amendment.** This Declaration contains all of the agreements and understandings of the parties with respect to the subject matter hereof. This Declaration may not be modified or amended in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the Declarant and St. Johns County and then only by a written instrument duly executed and acknowledged by Declarant and St. Johns County duly recorded in the public records of St. Johns County, Florida. Any owner of all or any portion of the Easement Property other than Declarant hereby is put on notice that this instrument may be modified or amended, for the purposes of complying with the requirements of any development order applicable to the Easement Property, or subordinated, released, or rescinded without the necessity of obtaining its consent. In addition to any other rights reserved herein, there is reserved to Declarant the right to amend this Declaration without the joinder and consent of any owner of all or any portion of the Easement Property other than Declarant or any other party for the purpose of:

(a) correcting scrivener's errors; and/or

(b) complying with the laws, ordinances, rules, and regulations of the United States, the State of Florida, St. Johns County, and any other governmental authority having jurisdiction over the Easement Property.

14. **Governing Law.** This Declaration will be governed by and construed in accordance with the laws of the State of Florida.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, the Parties have executed this Declaration, and shall be deemed to have executed the same, as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
(Sign on this line.)  
\_\_\_\_\_  
(Print name legibly on this line.)

\_\_\_\_\_  
(Sign on this line.)  
\_\_\_\_\_  
(Print name legibly on this line.)

DECLARANT:

WINSLOW FARMS, LTD.

By: WINSLOW FARMS, INC.,  
its Sole General Partner

By: \_\_\_\_\_  
ARTHUR E. LANCASTER,  
its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA        )  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by ARTHUR E. LANCASTER, as Vice President of WINSLOW FARMS, INC., a corporation organized and existing under the laws of the State of Florida, as sole General Partner of WINSLOW FARMS, LTD., a limited partnership organized and existing under the laws of the State of Florida, on behalf of the corporation and limited partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Sign on this line.)  
\_\_\_\_\_  
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida  
COMMISSION NO.: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_

(SEAL)

Resolution No. 2016 - \_\_\_\_\_

**CERTIFICATE OF APPROVAL AND ACCEPTANCE**

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida with its principal place of business at (and the mailing address of which is) 500 San Sebastian View, St. Augustine, Florida 32084, is the benefitted party under the foregoing Declaration and the easements created thereby (collectively, the "Easements").

The Declaration and the Easements have been approved and accepted by the Board of County Commissioners of St. Johns County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

By: \_\_\_\_\_  
JEB S. SMITH,  
Chair

**ATTEST:**  
HUNTER S. CONRAD, CLERK

By: \_\_\_\_\_  
\_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**  
Easement Property

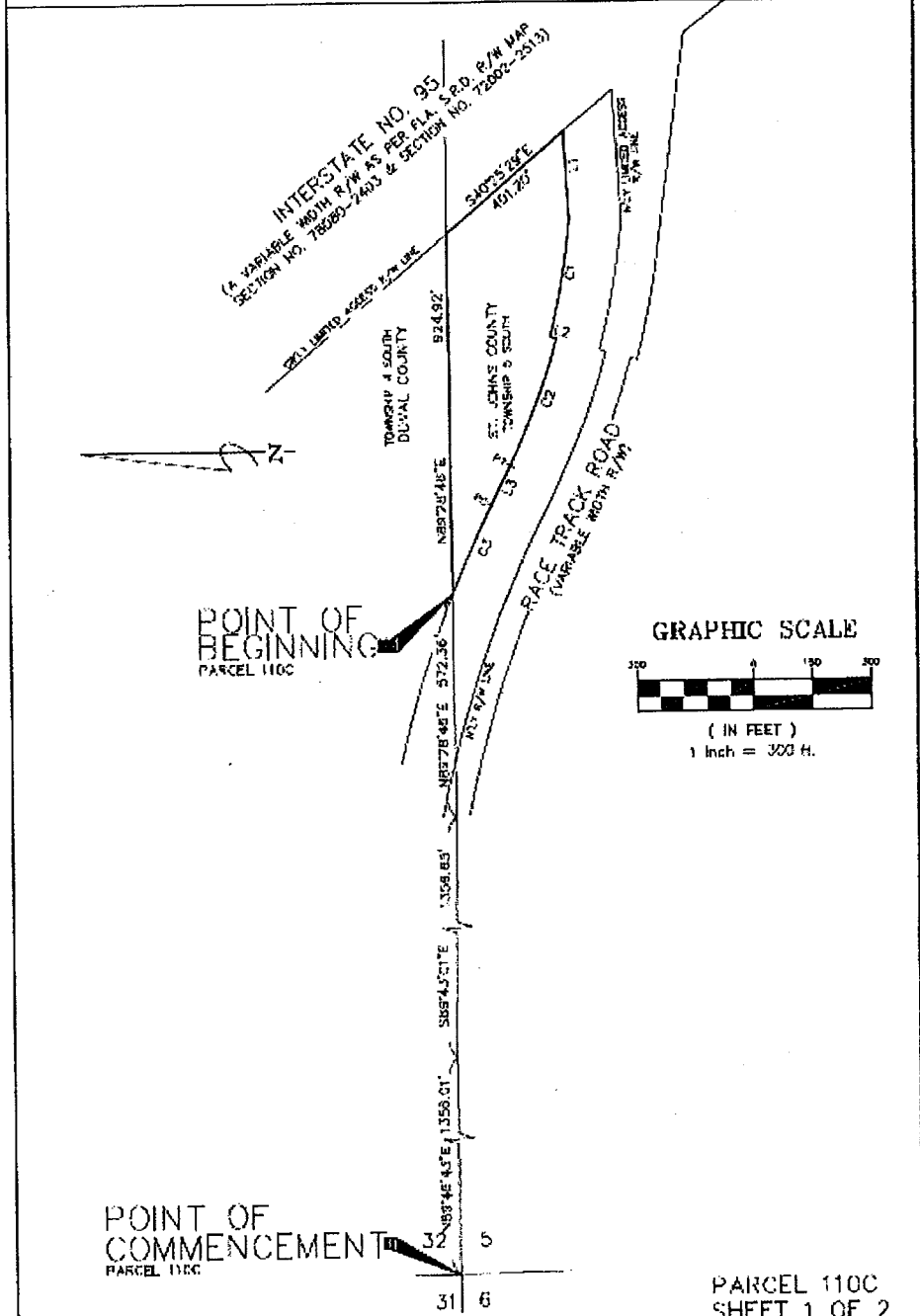
PARCEL 110C

A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY (ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 32); THENCE EASTERLY, ALONG THE LINE DIVIDING TOWNSHIP 4 SOUTH, DUVAL COUNTY, AND TOWNSHIP 5 SOUTH, ST. JOHNS COUNTY, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 89°46'43" EAST, A DISTANCE OF 1356.01 FEET; COURSE NO. 2: SOUTH 89°43'01" EAST, A DISTANCE OF 1356.65 FEET; COURSE NO. 3: NORTH 89°28'46" EAST, A DISTANCE OF 572.36 FEET TO THE POINT OF BEGINNING; COURSE NO. 4: CONTINUE NORTH 89°28'46" EAST, A DISTANCE OF 924.92 FEET TO AN INTERSECTION WITH THE EXISTING SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA STATE ROAD STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 78080-2403 AND SECTION NO. 72002-2513); THENCE SOUTH 40°25'29" EAST, ALONG SAID EXISTING SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95, A DISTANCE OF 401.20 FEET; THENCE SOUTH 86°16'01" WEST, A DISTANCE OF 225.36 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1725.83 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 10°11'35", AN ARC DISTANCE OF 307.03 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°03'12" WEST, 306.63 FEET; THENCE SOUTH 15°02'36" WEST, A DISTANCE OF 17.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 1742.83 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 11°23'29", AN ARC DISTANCE OF 346.50 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°15'40" WEST, 345.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 63°33'56" WEST, A DISTANCE OF 113.88 FEET TO THE POINT OF CURVATURE OF A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3028.27 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 04°43'51", AN ARC DISTANCE OF 250.04 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°55'52" WEST, 249.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 218866 SQUARE FEET (5.02 ACRES), MORE OR LESS.

# MAP SHOWING



AMENDED 4-10-07 TO REVISE LEGAL DESCRIPTION  
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND WAIVER  
THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE NOVEMBER 6, 2008  
SCALE 1" = 300'  
CHECKED BY:

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3030 GROMPTON POINT ROAD SUITE "A"  
INDUSVILLE, FLORIDA 32257  
(904) 260-2763 LB NO. 5731

DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190

DRAWN: COLLISAN  
208 NO. 2008-1884

**LEGEND**  
 1/4" = POINT OF BEGINNING  
 1/4" = POINT OF COMMENCEMENT  
 1/4" = POINT OF TRANSFER  
 1/4" = OFFICIAL RECORDING  
 1/4" = PLAT BOOK  
 1/4" = PLAT  
 1/4" = ANGLE  
 1/4" = DISTANCE  
 1/4" = CURVE  
 1/4" = DATA

# MAP SHOWING

PARCEL 1100

A PORTION OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY (ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 32); THENCE EASTERLY, ALONG THE LINE DIVIDING TOWNSHIP 4 SOUTH, COVAL COUNTY, AND TOWNSHIP 5 SOUTH, ST. JOHN'S COUNTY, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1; NORTH 89°48'43" EAST, A DISTANCE OF 1356.01 FEET; COURSE NO. 2; SOUTH 89°43'01" EAST, A DISTANCE OF 1356.65 FEET; COURSE NO. 3; NORTH 89°28'46" EAST, A DISTANCE OF 572.36 FEET TO THE POINT OF BEGINNING; COURSE NO. 4; CONTINUE NORTH 89°28'46" EAST, A DISTANCE OF 824.92 FEET TO AN INTERSECTION WITH THE EXISTING SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA STATE ROAD STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION NO. 78080-2403 AND SECTION NO. 72002-2513); THENCE SOUTH 40°25'29" EAST, ALONG SAID EXISTING SOUTHWESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95, A DISTANCE OF 401.20 FEET; THENCE SOUTH 86°16'01" WEST, A DISTANCE OF 225.38 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTH-EASTERLY, HAVING A RADIUS OF 1725.83 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 10°11'55", AN ARC DISTANCE OF 307.03 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°23'12" WEST, 305.83 FEET; THENCE SOUTH 15°02'38" WEST, A DISTANCE OF 17.00 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS 1742.83 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 11°23'29", AN ARC DISTANCE OF 346.50 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°15'40" WEST, 345.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°33'58" WEST, A DISTANCE OF 113.88 FEET TO THE POINT OF CURVATURE OF A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3028.77 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 04°43'51", AN ARC DISTANCE OF 250.04 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°55'52" WEST, 249.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 218866 SQUARE FEET (5.02 ACRES), MORE OR LESS.

### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE SECTION 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, AS SOUTH 01°18'46" EAST.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE CLARY & ASSOC MAP FILE NO T55-328

### LINE TABLE

LINE	LENGTH	BEARING
L1	325.36	S86°16'01"W
L2	17.00	S15°02'38"W
L3	113.88	N63°33'58"W

### CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	307.03	1725.83	10°11'55"	305.83	N80°23'12"W
C2	346.50	1742.83	11°23'29"	345.93	N69°15'40"W
C3	250.04	3028.77	4°43'51"	249.97	N65°55'52"W

PARCEL 1100  
SHEET 2 OF 2

AMENDED 4-10-07 TO REVISE LEGAL DESCRIPTION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND WAIVER BEING STAMPS, THIS FLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DRAFTER: COLLIGAN  
228 No. 1108-1894

UNLESS OTHERWISE NOTED AND NOTED HEREON, THIS MAP OR WAIVER MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 1007-1, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 1007.07(1)(b), FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR FEDERAL STANDARDS.

**Clary & Associates, Inc.**  
PROFESSIONAL LAND SURVEYORS  
3030 CROMBIE POINT ROAD SUITE "A"  
JACKSONVILLE, FLORIDA 32217  
(904) 200-2703 LB NO. 5233

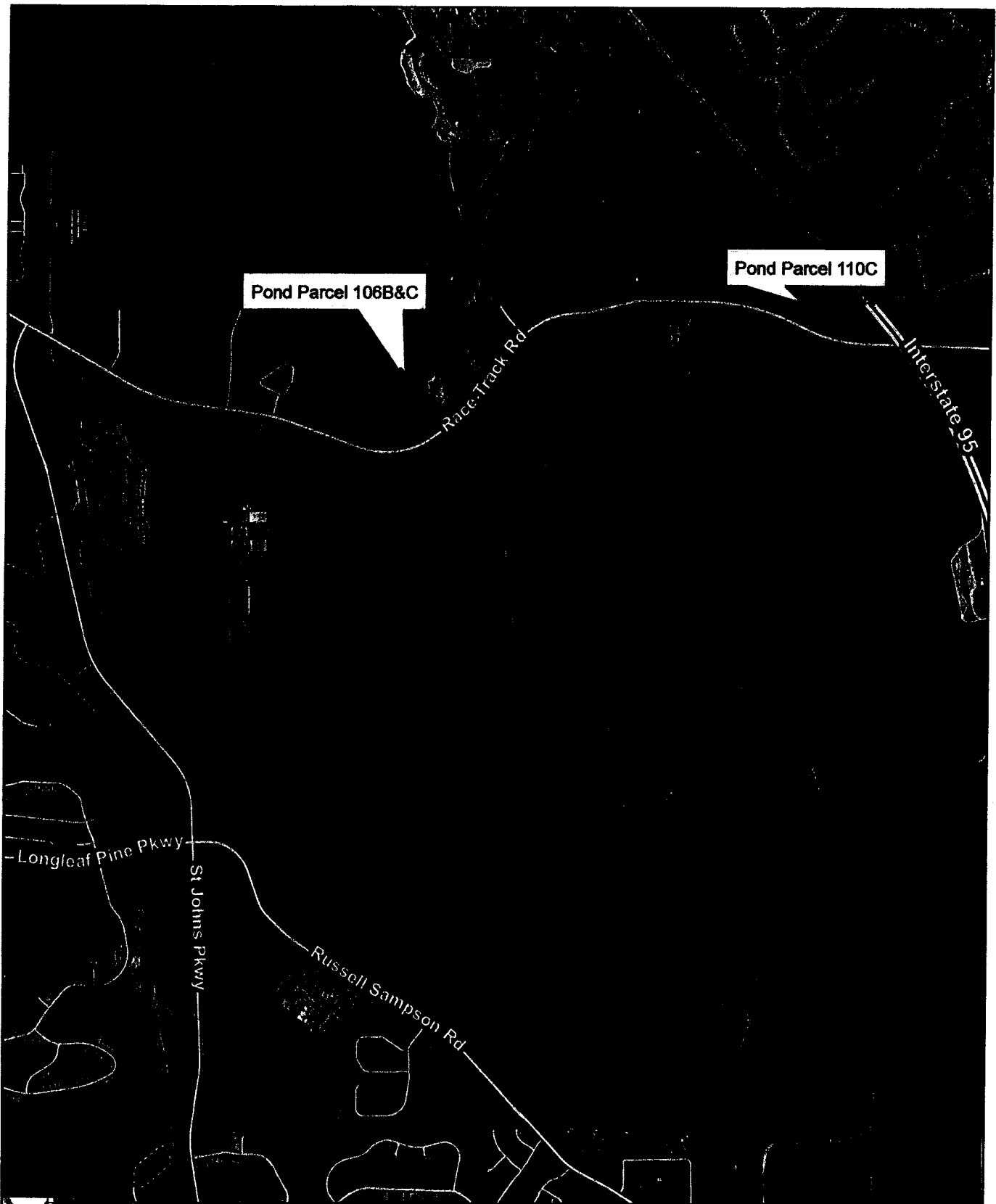


**LEGEND**  
 PLV = PLAT BOOK  
 PC = POINT OF COMMENCEMENT  
 PT = POINT OF TANGENCY  
 OAV = OFFICIAL RECORDS  
 WALK  
 PLV = PLAT BOOK  
 PC = POINT OF COMMENCEMENT  
 PT = POINT OF TANGENCY  
 OAV = OFFICIAL RECORDS  
 WALK

DATE NOVEMBER 6, 2008  
SCALE 1" = 300'

CHECKED BY:

DENNIS E. ELSWICK, P.L.S. CERT. NO. 3190



2013 Aerial Imagery



# Race Track Road Improvements

## Pond Parcels 106B&C, 110C

Land Mngt. Systems  
Real Estate Division  
209-0796

**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.

