

ORDINANCE NO. 73-7

INTRODUCED BY: COMMISSIONER PARKS

FRANCHISE ORDINANCE
ST. JOHNS COUNTY
SEWER, 1973

An ordinance of the County of St. Johns, State of Florida, hereinafter referred to as "County" granting to Fruit Cove Utility Company, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as ^{NON-}"Utility", a/ exclusive franchise to erect and maintain a sewer system to provide sewer service to the public and all lawful purposes in the following described area, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

Mandarin Meadows South according to the plat thereof recorded in Plat Book 10, pages 44, 45, 46, and 47, public records of St. Johns County, Florida.

(See attached Exhibit A which is made a part hereof by reference.)

and providing for inspection, fees, and rates; providing standards, rules and regulations; and an effective date.

Be it ordained by the Board of County Commissioners of St. Johns County, Florida; subject to written acceptance by the said Utility within fifteen (15) days after the passage, approval and publication of this ordinance.

1. Granting of Franchise

That there is hereby granted to Utility, its successors and assigns, ^{NON-}the/exclusive right, privilege and franchise to erect, construct, maintain, own and operate, in, under, upon, over and across the present and future streets, alleys, bridges, easements, rights of way, parks, canals, waterways, and

other public places located in the above described area, for a period of ten (10) years from the date of acceptance hereof, sewerage facilities (including but not limited to sewage collection mains, pipe lines, treatment plants, pumps, lift and pump stations, trunk lines, connections, valves, force mains, effluent mains, outfalls, laterals and all other equipment, fixtures, and facilities necessary or incident to the construction, operation and maintenance thereof) for the purpose of collection, treating, and disposing of domestic sewage and pretreated industrial wastes and/or sewage in and throughout said area, upon request of the owners or residents thereof to and for the use of the inhabitants thereof and persons and corporations located therein. Domestic sewage meaning non-industrial waste and sewage and pretreated industrial wastes and sewage meaning wastes pretreated before discharge to sewers by employing chemical, biological, sedimentation or mechanical treatment processes to a degree as required by the Utility. The Utility will be obligated to obtain permits for the installation of the sewerage system.

2. Option to Renew

In the event Utility desires to extend the franchise for an additional ten (10) year period, prior to the expiration of the original ten (10) year period, Utility shall so notify the County in writing of its intent to extend the franchise for an additional ten (10) years. Upon receipt of written notice of the extension by the Clerk of said County Commission, this franchise shall be automatically extended upon the same terms and conditions for an additional ten (10) year period.

3. County Held Harmless Due to Negligence of Utility.

It is expressly understood and agreed between the Utility and the County that the Utility shall save the County harmless from all loss sustained by the County on account of any suit, judgment, claim or demand whatsoever resulting from negligence on the part of the Utility arising out of the construction, operation or maintenance of its sewerage system in the County. The County

shall notify the Utility's representatives in writing as soon as possible after the presentation of any claim or demand, either by suit or otherwise, made against the County on account of any claimed negligence as aforesaid on the part of the Utility.

4. Operation Under Regulatory Agencies

The Utility shall operate and maintain its sewerage facilities and render the service in accordance with this agreement, and in accordance with all reasonable requirements and regulations of any regulatory boards and agencies having jurisdiction thereof.

5. Sewerage System

(A) The Utility shall operate and maintain a sewerage system adequate for the collection and treatment of all domestic sewage and pretreated industrial wastes in the franchise area. The Utility shall maintain the aforesaid sewerage system at all times in good order and repair so that satisfactory service may be supplied to each of the users.

(B) It is understood that temporary cessation of the collection, treatment and disposal of sewage at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to machinery or lines, Civil or Military authority, or by riot or other cause beyond the control of the Utility shall not constitute a breach of the provisions hereof, or impose liability upon the Utility to the County or to its inhabitants or customers therein.

(C) The sewerage facilities installed and maintained by the Utility together with the necessary appurtenances thereto shall include the house service lateral to the property or easement line of the consumer, with the exception that the customer shall be responsible for removing stoppages from the lateral between the property line or easement lines and the main. The house service lateral from the property or easement line to the consumer's building shall be laid and maintained in good order and condition by the applicant

at his own cost. The house service lateral shall be of ample size and constructed of a material acceptable to the Utility.

(D) All of such sewer connections required to be furnished by the applicant shall be of such size and quality as shall be required by the Utility, and shall be laid and installed in accordance with its Rules and Regulations.

6. Rules and Regulations

The Utility shall be authorized to establish reasonable rules and regulations not in violation of the terms of this franchise.

7. Extensions

The Utility shall be under no obligation to extend its mains, lines, appurtenances and facilities to any part of the heretofore described area unless and until there shall have been filed with the Utility a sufficient number of applications for service by prospective customers who will actually reside in said newly developed area or by agreement with owner of land, to afford the Utility, in its reasonable opinion, a fair and reasonable rate of return upon the investment required to extend the Utility's facilities to such area. Prior to any extension of its facilities, the Utility may require a capital contribution, cash deposit, bond or other assurance from prospective consumers applying for such extension.

8. Rates and Charges

(A) Initial Rates and Charges. So far as it is within the power of the County to fix rates and charges, and subject to the provision that all rates hereunder shall at all times be such as to provide the Utility with a fair return on the reproduction cost of its sewage collection and treatment systems, rates and initial charges to the consumers connected to the sewerage systems within the franchise area shall be in compliance with and according to Exhibit "B" which is attached hereto and made a part hereof.

(B) Reconnection Charges. In the event the sewerage service bill is not paid within thirty (30) days, the Utility shall have the right to discontinue the water service and the sewerage service to the consumer without further notice, and such service shall not be restored until after all past bills have been paid and reimbursed to the Utility for all extra expenses (such as special trips, inspections, disconnecting and reconnecting service, additional clerical expense, etc.) incurred by the Utility on any delinquent bill or on account of the customer's violation of the contract for water or sewerage service or the Utility's Rules and Regulations. In case the customer is served by the Utility with water, sewerage, LP or natural gas and combined billings are utilized, past bills on water, sewage, gas used for cooking or heating shall be paid before service is restored.

(C) Combined Billing. Sewerage service and other service rendered by the Utility may be combined on one billing.

(D) Connection Charges and Deposits. Applications for connection to the sewage collection system shall be made on a form furnished by the Utility, and after approval of the application by the Utility, service will be rendered. The size of the house service lateral, and other fittings, fixtures, and appliances necessary to give the service requested shall be of a reasonable and proper size to be determined by the Utility at the time of the application. Such applications shall be accompanied by the payment of the required service and connection charges and by the payment of a reasonable deposit to guarantee payment of sewerage service bills.

9. Rate of Return and Change in Rate and Charges

(A) Rate of Return. The Utility shall agree to supervision and regulation of its rate structure by the Board of County Commissioners of St. Johns County, Florida, or the Public Service Commission of the State of Florida. The said rate structure shall be such as to yield to the Utility a net return (after deducting expenses including, but not limited, to operation,

maintenance, State, County and Municipal taxes, depreciation and income taxes) of not less than 8% nor more than 12% on the Utility's reproduction cost. In the event the Utility yields a net return lower than the return as set forth above, for no matter how long, it shall not be construed as, nor shall it in fact be, a waiver of the right of the Utility to receive a rate of return as set forth above at any later time.

(B) Change by Utility in Rates and Deposits. The Schedule of Rates, deposits, and charges as shown in Exhibit "B" are initial rates and charges, which, by the granting of this franchise, are determined to be reasonable in accordance with provisions of this Section. The Utility or County may establish, amend, revise, and enforce from time to time or times in the future, but not more frequent than once each year, different rates and charges lower or higher than those shown in Exhibit "B", provided, however, that any such lower or higher rates or charges so established or enforced from time to time by the Utility may, if it deems necessary to amend or change said Schedule of Rates, charges, or deposits, give the County notice in writing of the same with the reason for said amendments or changes. Within one hundred and twenty (120) days after notice as aforesaid, the County shall render a decision wherein they agree to such proposed changes; they deny such proposed changes; or they recommend an increase of a lower amount than that proposed by the Utility. If the County shall decline to act or render a decision then the Utility may forthwith put into effect such amendments or changes of schedules. It is understood and agreed that if the Utility should raise charges as hereinabove stated the Utility may, after thirty (30) days from the date of the above notice, if no decision has been rendered by the County, put into effect such increase in rates or charges, and the increased portion of the charges, so collected by virtue of the increase in rates, shall be escrowed with a National or State Banking Institution, or the Utility shall post with the County a good and sufficient Surety Bond for a period of 90 days. Upon the expiration of the said

90-day period the monies theretofore collected, if no action is taken by the County, shall become the funds of the Utility and there shall be no further obligation on the part of the Utility to escrow any monies, or in the case of a Surety Bond, said Surety Bond shall no longer be in force or effect, and the increase in the rates or charges shall continue the same as if the request of the Utility had been granted. In the event, however, the County shall deny the raise or amend the proposed increase at any time during this 90-day period, the Utility may refund to its customers the money collected by virtue of the raise or the monies in excess of the change granted by the County and that collected by the Utility whichever the case may be, or the Utility may exercise the right to appeal the final decision of the County. Any final decision of the County with respect to this Franchise, may be appealed to a Court of competent jurisdiction, with right of appeal by either party. Should the Utility exercise the right to appeal the final decision of the County, and if the Utility has raised the charges as above set forth after 30 days from the date of the original notice given to the County, these charges shall remain in effect and the increased portion of the charges that would have been collected under the rate increase shall be escrowed with a National or State Banking Institution until a ruling of the court on the final appeal by the County or the Utility is handed down.

(C) Change by County in Rates and Deposits. If at any time the rates of charges for sewerage service are, in the opinion of the County, insufficient or in excess of an amount sufficient to maintain and to operate with allowances for a fair net return (as defined in the first paragraph of the Section) on the reproduction costs of the Utility's property and facilities and with an allowance for the replacement of equipment; and with a reasonable allowance for debt service; and a proper allowance for maintenance and operation by the Utility and an allowance being made for reasonable depreciation of the sewerage

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system (including all sewer main, pipelines, plants, pumps, lift stations, pump stations, trunk lines, connections, valves, force mains, effluent mains, laterals and all other equipment fixtures, appurtenances and facilities necessary or incident to the successful, satisfactory and efficient operation); and all taxes (including, but not limited to, income taxes, taxes of every description levied or imposed on the Utility or its property, revenues, or income); and expenses, then the County shall have the right and power to fix and make effective such rates as are sufficient and compensatory, after taking into consideration the matters herein referred to. Should, however, the County exercise the right to adjust rates, the County will inform the Utility in writing of its intention and the reasons therefore, and will set a date for a public hearing to review the rate structure of the Utility. The said public hearing set forth in the letter from the County to the Utility shall be held on or after 120 days from the date of the receipt of the notice by the Utility, and any rate decrease ordered by the County shall not take effect retroactive before the date of the completion of the hearing. Any final decision of the County, with respect to this Franchise, may be appealed to a Court of competent jurisdiction with right of appeal by either party. Should the Utility exercise the right of appeal of the final decision of the County, and if the County has ordered the Utility to reduce the existing rates, the difference in the monies collected by the Utility based on the existing rates and those monies that would have been collected by the Utility under reduced rates ordered by the County shall be escrowed with a National or State Banking Institution until a decision of the Court on the final appeal by the County or the Utility is handed down.

10. Utility Taxes

Any tax or charge imposed by any governmental authority on the Utility which is a tax imposed solely because the Utility is a utility as distinguished from other individuals, corporations or businesses in general, may be apportioned among the consumers as a direct tax upon the consumers without report to the County for permission to increase the Utility's rates.

11. Guarantee Service for Franchise Area

During the term of this Franchise, or any extension thereof, the County will not engage nor grant a Franchise for others to engage directly or indirectly in the business of collecting, treating, and disposing of sewage in competition with the Utility, its successors or assigns in the franchise area as described in Exhibit "A" or any additional area which in the future may become a part of this Franchise.

12. Transfer or Sale of Franchise

The Utility may sell, assign or lease this Franchise after obtaining written permission of the County, which permission shall not unreasonably be withheld. Withholding of such permission shall be given to the Utility in writing, setting forth in detail the reasons therefor, within thirty (30) days from the date of request for such permission to sell, assign or lease the Franchise.

13. Change in Form of Government

Any change in the form of government of the areas described herein as authorized by the State of Florida shall not affect the validity of this Franchise. Any Municipal Corporation succeeding the County shall, without the consent of the County, succeed to all rights and obligations of the County provided in this Franchise.

14. Required Connections

All persons owning improved property wherein sewage collection service is or becomes available shall connect all buildings upon his premises to the sewage collection system in the manner herein or by other laws of the County provided.

15. Disturbance of Surfaces

In the case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Utility shall replace and restore all such surfaces so disturbed as soon as possible and in as good condition as before said work was commenced. The County may require the posting of bond acceptable to County.

16. Abandonment of Easement

In the event any such public place under or upon which the Utility shall have located its facilities shall be closed, abandoned, vacated or discontinued, the County may terminate such easement or license of the Utility hereto, provided, however, in the event of this termination of easement, the person or persons, firm or corporation requesting such termination shall pay to the Utility, in advance, its cost of removal and relocation of the removed facilities in order to continue its service as theretofore existing, or the County shall retain an easement on all sides of the facilities not less than ten (10) feet in width, from the center line of such facilities, for the benefit of the Utility and its facilities.

17. Right to Purchase

On the tenth anniversary date of this Franchise Agreement and on each anniversary date thereafter the County, by giving at least thirty (30) days prior notice thereof to the Utility, may appoint a qualified appraiser who shall be a duly registered engineer in the State of Florida to act as an appraiser along with a duly registered engineer of the State of Florida appointed by the Utility and a third duly registered engineer jointly selected by the County's engineer and the Utility's engineer, which three engineers shall make an appraisal of the ^{depreciated} reproduction cost of the sewerage facilities (to include the physical plant but no sewer lines) and the appraisal figure arrived at by these three engineers would be the price at which the Utility agrees to sell the sewerage facilities to St. Johns County. As soon as the County sends written notice to the Utility of the name of the engineer appraiser selected by the County, the Utility shall have ten (10) days in which to select its engineer appraiser and the two of them shall have ten (10) days in which to select the third engineer appraiser. In the event the two engineer appraisers cannot agree upon a third, the senior Circuit Judge of St. Johns County, Florida, may appoint the third appraiser. The appraised

price shall be arrived at with a formula using current depreciated reproduction cost of the physical plant, but not including any sewer lines. The appraisal shall be completed within sixty (60) days after the three appraisers are appointed and the appraisal figure submitted to the governing body of St. Johns County, which shall then have a reasonable time, not to exceed eight (8) months, in which to consider such appraisal price and to arrange for the necessary financing to consummate the purchase if the County elects to purchase. It being understood, of course, that the appraisal figure will be adjusted to include the facilities added from the date of the appraisal to the date of the closing of the sale. If the County does not exercise its right to purchase after the appraisal price has been received by it, it shall pay the fees for the engineers who had been engaged to make the appraisal, but the engineers are required, upon a request from the County or the Utility to submit in advance of their appraisal, their proposed fees for making such appraisal. If the County does elect to purchase the facilities, then the fees for the appraisers are to be borne equally by the County and the Utility. If the Utility is operating a water system or systems within the described territory, or an extension thereof, franchised by the County, it is expressly understood that the County shall also purchase the water facilities at the same time and in addition to the sewage facilities under the same terms and conditions as above set forth. For clarification it is understood and agreed that the County may not purchase the water facilities without purchasing the sewerage facilities and the County may not purchase the sewerage facilities without purchasing the water facilities. In the event of sale, Utility shall transfer title to its entire facility including title to all sewer lines.

18. Franchise Fees

That within thirty (30) days after the sixth anniversary date of this Franchise and within thirty (30) days after each succeeding anniversary date of this Franchise, the Utility, its successors and assigns, shall pay to the

County and its successors and assigns an amount which when added to the amount of all taxes, licenses, and fees and other impositions levied or imposed by the County or its successors upon the Utility's property, business or operation for the preceding tax year, will not exceed one per cent (1%) of the Utility's revenues from the sale of sewerage services to residential and commercial customers for said period within the limits of the area described, excluding connection charges and tapping charges for the twelve fiscal months preceding the applicable anniversary date; provided, however, that nothing herein shall preclude said County from collecting the amount of all taxes, licenses and fees and other impositions levied or imposed by the County upon the Utility's property, business or operation for the preceding tax year where in any year the amount of said taxes, licenses and fees and other impositions levied or imposed by said County exceed one per cent (1%) of the Utility's revenue from the sale of water; excluding tapping fees and deposits.

19. Franchise Obligations

The failure on the part of the Utility to comply in any substantial respects with any of the provisions of this resolution shall be grounds for forfeiture of this Franchise, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Utility until a court of competent jurisdiction, with a right of appeal by either party, shall have found that the Utility has failed to comply in a substantial respect with any provision of this Franchise and the Utility shall have six (6) months after the final determination of the question to make good the defaults before a forfeiture shall result with the right in the County at its discretion to grant such additional time to the Utility for compliance as necessities in the case may require.

20. Contents of Franchise Agreement

This Agreement constitutes the entire agreement between the parties, and no other representations or oral agreements of any nature exist between the parties.

21. Resolutions

All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed.

22. Constitutional Validity

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof; provided, however, that the remaining portions of the Agreement when read together shall constitute a feasible, reasonable, workable plan to perform the services contemplated.

23. County Jurisdiction

The said right, privilege and franchise are granted under and pursuant to the provisions of the laws of the State of Florida which relate to the granting of rights, privileges and franchises by counties.

24. Effectiveness

This ordinance shall take effect immediately upon receipt of official acknowledgment by the Office of the Secretary of State, to the Clerk of the Board of County Commissioners, that same has been filed.

Passed by the County Commission of the County of St. Johns, State of Florida, this 10th day of July, 1973.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: H. J. [Signature]
Chairman

Attest: [Signature]
Clerk



EXHIBIT "B"

RATES, DEPOSITS AND SERVICE
INSTALLATION CHARGES

FRUIT COVE UTILITY COMPANY, INC.

SEWER

RATES

Residential	\$5.25 flat rate
Commercial and all other	\$5.25 minimum or 100% of water bill

DEPOSITS

Sewer Only	\$15.00 (See Note 1)
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Service Installation Charges

Actual cost of Labor and Material

NOTE:

1. No deposit required for sewer where the Utility furnished both water and sewer.

The St. Augustine Record

PUBLISHED EVERY AFTERNOON EXCEPT SUNDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, }
COUNTY OF ST. JOHNS. }

Before the undersigned authority personally appeared _____
A. H. Tebault who on oath says that he is
Editor-General Manager of the St. Augustine Record, a
daily newspaper published at St. Augustine in St. Johns County, Florida;
that the attached copy of advertisement, being a Legal Notice
Fruit Cove Utility Co - Sewer franchise
_____ in the matter of Public Hearing
_____ in the _____ Court,
was published in said newspaper in the issues of _____
June 15, 1973

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper has heretofore been continuously published in said St. Johns County, Florida, each day, except Sundays, and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me
this 15 day of June

A. D. 1973
Notary Public
(SEAL) _____
Notary Public.

A. H. Tebault

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULAR MEETING ON TUESDAY, JULY 10, 1973, AT 10 00 A. M., IN THE COUNTY COMMISSION CHAMBERS OF THE ST. JOHNS COUNTY COURTHOUSE WILL CONSIDER THE PASSAGE OF THE FOLLOWING ORDINANCE: Fruit Cove Utility Company, Inc.; Ordinance granting a nonexclusive sewer franchise to serve the subdivided property, platted of record as Mandarin Meadows South according to the plat thereof recorded in Plat Book 10, pages 44, 45, 46 and 47, public records of St. Johns County, Florida, said franchise to be granted for a period of ten (10) years with right to renew for a period of ten (10) years, providing for the right of the Utility to erect, construct and maintain facilities under, over or across County's property, providing for serving customers within the franchise area with sewer service; providing sewerage service in accordance with standards set by appropriate public health authorities, providing for regulation of rates by St. Johns County, Florida; providing for payment of a franchise tax; providing for the right of St. Johns County to purchase the sewer facilities; providing for rules and regulations and an effective date, and other provisions incident to the granting of a sewer franchise. A COMPLETE COPY OF SAID ORDINANCE IS ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY, AND IS OPEN TO PUBLIC INSPECTION DURING THE REGULAR BUSINESS HOURS OF SAID OFFICE. BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
By: (s) Oliver Lawton
Its Clerk.
J15 L854-Adg.

Printed by American Film & Chemistry Company



RICHARD (DICK) STONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
(904) 488-3218

JUL 17 AM 10 52

Richard Stone
BY _____ CLERK

July 16, 1973

Honorable Oliver Lawton
Clerk, Board of County Commissioners
St. Johns County
Post Office Drawer 299
St. Augustine, Florida, 32084

Dear Mr. Lawton:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your letter of July 11, and certified copies of St. Johns County Ordinances Nos. 73-6 and 73-7, which were filed in this office on July 16, 1973.

Kindest regards.

Re Fruit Cove Utility Franchises

Cordially,

RICHARD (DICK) STONE
Secretary of State

By *Nancy Kavanaugh*
(Mrs.) Nancy Kavanaugh
Chief, Bureau of Laws

NK/mc

COMMISSIONERS' MINUTES 2 PAGE 413

COPIES 4/17, 19 73 TO: B. C. Lawson

124 B

COPIES 4/20, 19 73 TO: All Commissioners

The St. Augustine Record

PUBLISHED EVERY AFTERNOON EXCEPT SUNDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS.

Before the undersigned authority personally appeared
A. H. Tebault who on oath says that he is
Editor-General Manager of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida;
that the attached copy of advertisement, being a Legal Notice
Ordinance

in the matter of Re Rezoning

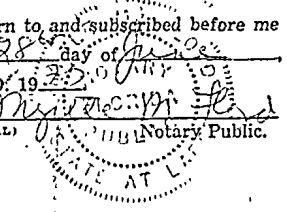
in the Court,

was published in said newspaper in the issues of
June 28, 1973

Affiant further says that the St. Augustine Record is a newspaper
published at St. Augustine, in said St. Johns County, Florida, and that the
said newspaper has heretofore been continuously published in said St. Johns
County, Florida, each day, except Sundays, and has been entered as second
class mail matter at the post office in the City of St. Augustine, in said
St. Johns County, Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant further says
that he has neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and subscribed before me
this 28th day of June, 1973
A. D. 1973
Notary Public.

[Handwritten signature]



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NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULAR MEETING ON JULY 24, 1973, AT 2 O'CLOCK P.M. IN THE COUNTY COMMISSIONERS MEETING ROOM AT ST. JOHNS COUNTY COURTHOUSE, ST. AUGUSTINE, FLORIDA, WILL CONSIDER PASSAGE OF THE FOLLOWING ORDINANCE. AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM PRESENT ZONING CLASSIFICATION OF OPEN RURAL (OR) TO PLANNED UNIT DEVELOPMENT (PUD) BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. Pursuant to application of Sawgrass, Ltd. and subsequent public hearings and recommendations of the St. Johns County Zoning Board, zoning classification of Open Rural (OR) on the following described lands: A part of Government Lots 4, 5, 6 & 9, and all of Government Lots 7 & 8, Section 34, Township 3 South, Range 29 East; part of Government Lot 1, Section 35, Township 3 South, Range 29 East; part of Government Lots 1, 2 & 3, Section 2, Township 4 South, Range 29 East; part of Government Lot 1 and part of the East 1/2 of the Southwest 1/4 and all of the East 1/2 of Section 3, Township 4 South, Range 29 East; part of Government Lots 2, 3, 7, 9 & 10 and all of Government Lots 1 & 8, Section 10, Township 4 South, Range 29 East; a part of Government Lots 2, 3, 4 & 5, Section 11, Township 4 South, Range 29 East, also a part of the North 600 feet of Moses E. Levy Grant; Section 45, Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

Commence at the intersection of the dividing line of said Sections 11 and 45, with the Easterly right of way line of State Road 203 (formerly State Road A1A), as now established, said right of way line being located 33 feet Easterly from the centerline of the pavement of said road as now established; run Northerly along said right of way line a distance of 1,254.77 feet to a point, thence Westerly perpendicular to said Easterly right of way line a distance of 915 feet more or less to a point in the Easterly margin of the Guano River Marsh for the point of beginning, said point of beginning also being described in Official Record Volume 214, Page 664, of the Public Records of Said County. From the Point of beginning thus described continue Westerly along the said line being perpendicular to said Easterly right of way line and across the neck of said marsh land a distance of 435 feet more or less to a point in the Easterly margin of said neck and in the Westerly margin of Guano River Marsh, thence Westerly and Southerly along said margin of Guano River Marsh following the meander of same a distance of 300 feet more or less to its intersection with a line being parallel to and 600 feet Southerly measured at right angles from the

North boundary of said Section 45; thence South 70 degrees 44' 10" West parallel to and 600 feet Southerly and measured at right angles from said Northerly boundary of Section 45 a distance of 2310 feet more or less to a point in the Easterly right of way line of State Road A1A a 200 foot right of way as now established, said point being in a curve, said curve being concave Southwesterly and having a radius of 2949 feet; thence Northwesterly along and with the arc of said curve an arc distance of 22 53 feet, said arc being subtended by a chord bearing of North 50 degrees 40' 14" West and a chord distance of 22 53 feet to the point of tangency of said curve; thence a tangent bearing of North 50 degrees 33' 20" West along said Easterly right of way line a distance of 682.07 feet to a point in the Southerly boundary of said Government Lot 9, Section 10, thence South 70 degrees 44' 10" West along said Southerly boundary a distance of 808.50 feet to the Southwest corner of said Government Lot 9, thence North 0 degrees 53' 01" West along the Westerly line of said Government Lot 9, a distance of 898.73 feet to a point lying in the Easterly Right of way line of said State Road Number A1A; run thence North 50 degrees 33' 20" West along said Easterly right of way line a distance of 213.53 feet to the P. C. of a curve to the right, said curve being concave Northwesterly and having a radius of 1810.02 feet

and a central angle of 25 degrees 09' 00"; thence Northwestery along and with the arc of said curve an arc distance of 794.54 feet, said arc being subtended by a chord bearing of North 28 degrees 18' 50" West and a chord distance of 789.17 feet to the point of tangency of said curve; thence on a tangent bearing of North 25 degrees 44' 20" West along said Easterly right of way line a distance of 2950.82 feet to the P.C. of a curve to the right, said curve being concave Northwesterly and having a radius of 2144.93 feet and a central angle of 18 degrees 34' 30"; thence Northwestery along and with the arc of said curve an arc distance of 896.18 feet, said arc being subtended by a chord bearing of North 16 degrees 27' 35" West and a chord distance of 892.46 feet to the point of tangency of said curve; thence on a tangent bearing of North 7 degrees 09' 50" West along said Easterly right of way line a distance of 4559.94 feet to the P.C. of a curve to the right, said curve being concave Northwestery and having a radius of 2744.93 feet and a central angle of 19 degrees 44'; thence Northeastery along and with the arc of said curve an arc distance of 691.47 feet, said arc being subtended by a chord bearing of North 0 degrees 09' 02" East and a chord distance of 689.57 feet to the point of tangency of said curve; thence on a tangent bearing of North 7 degrees 09' 54" East along said Easterly right of way line a distance of 923.55 feet to the P.C. of a curve to the left, said curve being concave Northwestery and having a radius of 3919.63 feet and a central angle of 3 degrees 54' 54"; thence Northeastery along and with the arc of said curve an arc distance of 267.84 feet, said arc being subtended by a chord bearing of North 5 degrees 12' 27" East and a chord distance of 267.60 feet to a line which bears South 83 degrees 29' 21" West from the Southwest corner of Section 44, Township 3 South, Range 29 East; thence North 83 degrees 28' 21" East a distance of 23.72 feet to a point common to Sections 34, 42, 51, 52, 47 & 46; thence continue North 83 degrees 28' 21" East a distance of 1946.83 feet to the Southwest corner of said Section 44; thence North 83 degrees 49' 39" East along the Southerly boundary of said Section 44 a distance of 1277.50 feet to the Southeast corner of said Section 44; thence Southerly along the Southerly prolongation of the Easterly boundary of said Section 44 a distance of 91.17 feet to a point in the Westerly prolongation of the Northerly boundary of Lot 8, Block S2, Ponte Vedra, as recorded in Plat Book 10, Page 1, of the Public Records of Said County; thence Easterly along said Westerly prolongation a distance of 375 feet more or less to the Easterly margin of the Guano River Marsh; thence Southerly along said Easterly margin of the Guano River Marsh a distance of 10,650 feet more or less to the point of beginning. Excepting therefrom that part lying within 150 feet Westerly of the centerline of said State Road 203 and also any part lying within the right of way of said State Road A1A. Lands thus described contain 1125 Acres more or less.

SECTION 2. Nothing herein contained shall be deemed to impose conditions, limitations, or requirements not applicable to all other land in the zoning district wherein said lands are located.

SECTION 3. The Zoning Inspector is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

SECTION 5. This ordinance shall take effect immediately upon receipt of official acknowledgment of the Office of the Secretary of State to the Clerk of the Board of County Commissioners, that same has been filed.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
By: (s) Oliver Lawton
Clerk

(SEAL)