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ORDINANCE NO. 96- 17

(37) Rec - Sur -

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 SPECIAL DEVELOPMENT PROVIDING CONDITIONS, PROVIDING FINDINGS OF FACT, PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. That, as requested by Drunna Properties, Inc. in the application with supporting documents for zoning change dated December 19, 1995 (hereinafter the HALEY POINT PSD application), the zoning classification of the lands described on the attached Exhibit A is hereby changed from Open Rural (OR) to Planned Special Development (PSD).

SECTION 2. That development of the lands within this Planned Special Development shall proceed in accordance with the HALEY POINT PSD application, as revised January 18, 1996 and other supporting documents which are a part of zoning file R-PSD-96-004 and which are incorporated by reference into and made a part of this ordinance, and as supplemented by the provisions of this ordinance. In the case of conflict between the application, the supporting documents and the below described provisions of this Ordinance, the below described provisions shall prevail.

SECTION 3. That the requirements as set forth at the Planning and Zoning Agency Hearing of January 18, 1996 and included in the motion, become requirements for the development.

SECTION 4. That construction of the development shall commence within three (3) years of approval of this Ordinance as stipulated within the application.

SECTION 5. Findings of fact: That the need and justification for approval of the HALEY POINT PSD had been considered in accordance with Section 11-04-4 of the St. Johns County Zoning Ordinance and the St. Johns County Comprehensive Plan, whereby:

a. The project will not adversely affect the orderly development of St. Johns County as embodied in the St.

In & Out: R. Lewis
Min. & Rec.
Bill SJC
Please put in O.R. Book.

Johns County Zoning Ordinance and the St. Johns County Comprehensive Plan 1990-2005 or portion thereof adopted by the St. Johns County Board of County Commissioners.

b. The project will not adversely affect the health, safety, and welfare of the residents or visitors in the area and will not be detrimental to the natural environment nor to development of adjacent properties or the general neighborhood.

c. The project will accomplish the objectives, standards and criteria set forth in Section 8A-4 of the St. Johns County Zoning Ordinance.

d. The project will conform to the requirements of the St. Johns County Concurrency Review Committee in accordance with the procedures set forth in Section 7 of the Concurrency Management Ordinance of St. Johns County, Florida. Construction will commence only upon confirmation by this committee that the availability of adequate public facilities and services support the proposed PSD and issuance of a Certificate of Concurrency.

e. When developed in accordance with the conditions stipulated in the PSD application and imposed by this Ordinance, the proposed PSD will be consistent with the development of property in the area and will be compatible with the desired development of the area.

f. The land described by the attached Exhibit A - Legal Description, is designated as C - Residential on the Future Land Use Map of the St. Johns County Comprehensive Plan and is so described within the text to provide for the development of the site for residential purposes and has established the need for and provision of affordable housing and for receipt of the optional density bonus for dedication of property.

g. That at the public hearing of January 18, 1996 the St. Johns County Planning and Zoning Agency found the application to be consistent with the St. Johns County Comprehensive Plan and recommended approval of the application by a unanimous vote.

SECTION 6. Except to the extent that they conflict with specific provisions of this Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the

St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by varaince or exception shall be prohibited. Particularly, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resolution shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PSD narrative.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida Law or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's rights to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States constitutions.

SECTION 7. This Ordinance shall take effect upon receipt of the Secretary of State.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY THIS 12th DAY OF March, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Donald Jordan
ITS CHAIR - Donald Jordan

ATTEST: Carl "Bud" Markel, Clerk

BY: Rosemary Lewis
ITS Deputy Clerk

Effective Date: March 18, 1996

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTIONS 1 & 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 1, RUN THENCE NORTH 75 DEGREES 59 MINUTES 21 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION A DISTANCE OF 1394.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF VARELLA AVENUE, PER DEED RECORDED IN OFFICIAL RECORD BOOK 4, PAGE 474 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01 DEGREE 34 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE 1276.77 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN SAID DEED; THENCE NORTH 56 DEGREES 06 MINUTES 55 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID VARELLA AVENUE A DISTANCE OF 20.48 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16-A; THENCE THE FOLLOWING 11 COURSES ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE: 1ST COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 251.20 FEET; 2ND COURSE) NORTH 55 DEGREES 42 MINUTES 25 SECONDS EAST A DISTANCE OF 5.00 FEET; 3RD COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 300.00 FEET; 4TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET; 5TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 250.00 FEET; 6TH COURSE) NORTH 55 DEGREES 42 MINUTES 25 SECONDS EAST A DISTANCE OF 10.00 FEET; 7TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 450.00 FEET; 8TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET; 9TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 350.00 FEET; 10TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 5.00 FEET; 11TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 174.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SCHOOL HOUSE ROAD; THENCE NORTH 88 DEGREES 57 MINUTES 40 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 1048.79 FEET TO SAID EAST RIGHT-OF-WAY LINE OF VARELLA AVENUE; THENCE NORTH 01 DEGREE 34 MINUTES 19 SECONDS EAST ALONG SAID LINE 165.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 18 ACRES, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA

HALEY POINT

APPLICATION FOR
PLANNED SPECIAL DEVELOPMENT

SUBMITTED ON BEHALF OF

Drunna Properties, Inc.
24 Cathedral Place
St. Augustine, Florida 32084
(904) 826-3487

SUBMITTAL DATE

December 19, 1995
Revised January 18, 1996

AUTHORIZED AGENT FOR THE APPLICANT

Karen M. Taylor, Land Planner
3070 Harbor Drive, St. Augustine, FL 32095
(904) 826-0600

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EXHIBIT B - Legal Description
EXHIBIT C - Location Map
EXHIBIT D - Authorization for Rezoning
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SECTION I
INTRODUCTION AND APPLICATION

Enclosed herein, please find an application for rezoning to Planned Special Development (PSD) with accompanying documents as required by the St. Johns County Zoning Ordinance. The application form is attached as Exhibit A. This petition is filed on behalf of the applicant:

Drunna Properties, Inc.
24 Cathedral Place
St. Augustine, Florida 32084

The real property sought to be rezoned consists of 18.0 acres described by the Legal Description - Exhibit B. It is situated in St. Johns County at the intersection of Varella Avenue, School House Road and County Road 16-A (Lewis Speedway), across from St. Augustine High School. The location of the property is shown on the Location Map - Exhibit C. The name of the proposed PSD will be HALEY POINT.

The subject property is owned by Margaret Watson (sole heir of the Verle A. Pope Estate) as is shown by the Proof of Ownership - Exhibit E. Said property owner has authorized Drunna Properties, Inc. to act on her behalf and Drunna Properties, Inc. has in turn authorized Karen M. Taylor, Land Planner to file the application for seeking the rezoning change indicated. Authorizations for Rezoning are attached as Exhibit D. Adjacent property owners (for notification purposes) are included as Exhibit G.

The applicant hereby stipulates and agrees to proceed with the proposed development in accordance with the PSD Ordinance as adopted by the St. Johns County Board of County Commissioners. The applicant also agrees to comply with all conditions and safeguards established by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners regarding said PSD as outlined in the Agreement to Comply - Exhibit F and as listed below:

Except to the extent that they conflict with specific provisions of this Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including, without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by varaince or exception shall be prohibited. Particularly, no private land use covenant

or restriction that may be incorporated into this Resolution which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resoultion shall be enforced by the County under this ordinance except as is specifically provided for and described in the Ordinance or the incorporated PUD and Final Development Plan narrative.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida Law or that may be provided in any such future building code, zoning ordinance or other land use and development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's rights to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States constitutions.

SECTION II
PHYSICAL SITE CHARACTERISTICS

The property is located west of County Road 16-A at the intersection of Varella Avenue and School House Road. A boundary and preliminary wetlands survey was prepared by St. Johns Survey Company. This survey indicates that the site consists of approximately 13.0 acres of uplands and 5.0 acres of jurisdictional wetlands. This jurisdictional boundary will be verified prior to submittal of Construction Plans and no activities are planned for permitting within these areas.

The Soil Survey of St. Johns County Florida identifies three (3) soil types for the site: 7 Immokalee fine sand, 11 Smyrna fine sand, and 24 Pellicer silty clay loam, frequently flooded. The Immokalee fine sand covers the majority of the upland area (the northern two-thirds of the site), the 11 Smyrna fine sand covers half of the remaining one-third and the 24 Pellicer silty clay loam, frequently flooded covers the other half of the remaining one third and corresponds to the jurisdictional wetland area identified on the survey). Both the Immokalee fine sand and

the 11 Smyrna fine sand are poorly drained, nearly level soils located on broad flats and low knolls in the flatwoods. Both have comparative seasonal high water tables ranging from a depth of 10" (Immokalee) and less than 10" (Smyrna) for 1 to 4 months of the year, and from 10" to 40" for 8 months (Immokalee) and 6 months (Smyrna) of the year. The water table for the Immokalee fine sand may recede to over 40" during extended dry periods, however, the water may rise above the land surface for short periods during the rainy season for the Smyrna fine sand. Both soil types have similar vegetation consisting of slash pine, longleaf pine, palmetto, fetterbush, scrub oak and native grasses. In addition, both soil types have a medium potential for community development, provided measures must be taken to reduce seasonal high water table and adequate overflow facilities are provided. The 24 Pellicer silty clay loam, frequently flooded, basically corresponds to the jurisdictional wetland line. This very poorly drained, nearly level soil in low tidal marshes and adjacent to stream estuaries is generally subject to flooding twice per day with the tidal influx. Obviously, this soil has very low community development potential and no development activities are planned for this area.

SECTION III
INTENDED PLAN OF DEVELOPMENT

The real property to be considered for rezoning consists of 18.0 acres located west of County Road 16-A in St. Johns County. The development will be known as Haley Point.

The property is currently zoned Open Rural (OR) and this request is to rezone the 18.0 acres to Planned Special Development to allow for the construction of 90 multi-family apartments as is shown by the Development Plan, Exhibit H. The property contains approximately thirteen (13.0) acres of upland developable land and five (5.0) acres of jurisdictional wetlands.

The property is located within the "C" Residential Density designation by the St. Johns County Comprehensive Plan. As such, the allowable base density is four (4.0) units per net buildable acre. In addition, the applicant is applying for an additional two (2.0) units per acre as this development will qualify for the Affordable Housing Optional Density Criteria. In addition, the applicant is proposing to offer one (1) acre of property at the northern tip of the site and along County Road 16-A to facilitate future intersection realignment for Varella and County Road 16-A and to provide

additional right-of-way and provide for roadway drainage requirements. For donation of this acre, the applicant is applying for an additional density bonus of two (2) for Dedication of Land for Public Benefit. Therefore, the applicant is requesting the approval of a total of 90 units, as per the requirements of the Comprehensive Plan as follows:

Minimum Base Density	=	2.0 units/acre
Central Water	=	1.0 units/acre
Central Sewer	=	1.0 units/acre
Maximum Density	=	4.0 units/acre
Affordable Housing Credit	=	2.0 units/acre
Total Density	=	6.0 units/acre

Developable Property 13.0 acres @ 6.0 units/acre = 78.0
Opt. Density Bonus 2.0 x 1.0 acre x 6.0 units/acre = 12.0

Total number of units allowable = 90.0

The complex will be privately developed and privately owned and as such will pay a full range of local taxes. The rental apartment complex will be developed under the Florida Housing Finance Authority SAIL program (State Apartment Incentive Loan) and the LIHTC (Low Income Housing Tax Credit) program. As such, the project is not a government subsidized housing project, but a conventional apartment development which offers lower rents to families at 60% (or below) of the median income for the area as adjusted to family size. The residents would have to qualify, afford to pay the rental amounts and have good credit standing. The development would be operated and maintained like any private residential development, and maintenance would be assured to maintain profitability. This development can provide housing opportunities to eligible families which qualify as having incomes, at or under 60% of $ 39,400 / year (adjusted for a family of four) and having credit in good standing. The maximum rents are expected to be approximately $480/month for a two bedroom unit and $540/month for a three bedroom unit.

Development is to be accomplished in one phase, with construction meeting all local applicable standards and codes, as well as those defined by the State. The Development Plan - Exhibit H indicates the general footprint for eight (8) buildings which will be two (2) stories in height, will contain either ten (10) or twelve (12) units each, with the total not exceeding ninety (90) dwelling units, together with office, storage, and laundry areas. The footprint indicated on the Development plan is to

considered general in nature: indicating the general size of the building as well as its general location. It is hereby requested that the final footprint be able to vary to accomodate building design considerations such as corners and porches. This flexibility is also desired to accomodate specific site engineering requirements, specific wetlands jurisdictional determination and the preservation of existing trees where possible.

Construction of the units will comply all applicable building codes and land development regulations.

GUIDELINES AND RESTRICTIONS

The development will adhere to the restrictions and quidelines listed as follows:

1. Setbacks: Buildings shall be set apart at least fifteen (15) feet and set back a minimum of five (5) feet from the edge of the interior driveway pavement (parking lot stall). A five (5) foot wide sidewalk will located at the end of the parking spaces and along the fronts of all buildings. All setback measurements shall be measured from wall to wall.

2. Height: Buildings will be two (2) living stories in height and shall not exceed a maximum height of thirty-five (35) feet. Chimneys, cuppolas, and other roof appurtenances shall not be considered a part of the roof height.

3. Site Coverage: Maximum lot coverage shall not exceed thirty-five (35) percent by buildings.

4. Unit Size: The heated and cooled living space shall be a minimum of eight hundred (800) square feet for a two (2) bedroom unit and nine hundred and fifty (950) square feet for a three (3) bedroom unit. Units will have individual heating and air conditioning systems.

5. Accessory Uses: Accessory uses shall be allowed in conformance with the St. Johns County Zoning Ordinance. Fencing, consisting of either chain link or wire mesh, will be allowed at a maximum height of six (6) feet within the complex and along the boundaires where desired for security and safety purposes, however, it is not intended to be a requirement of this PSD.

6. Access: As indicated by the Development Plan - Exhibit H, access shall be provided by one (1) entrance/exit drive located on County Road 16-A. All appropriate driveway/access permits shall be obtained prior to the commencement of construction. The driveway will function as main access to the site and will be constructed with an initial double lane

divided roadway. In addition, the Development Plan indicates and Emergency Exit located at the southwest corner of the site. This exit will consist of a knock-down gate for emergency access to the site.

7. Parking: Parking shall be provided at a ratio of two (2) spaces per unitand ten (10) spaces for the recreation areas for a minimum of one hundred and ninety (190) parking spaces being provided. Parking spaces shall be located adjacent to the building for which they are designed to serve. Parking lots and driveways shall be designed and constructed to meet all County standards, including a twenty-four (24) foot drive isle and parking spaces measuring twenty (20) feet long and nine (9) feet wide, excepting handicapped spaces which shall be twelve (12) feet wide with a five (5) foot access area adjacent to the parking space.

8. Buffer Areas: Buffer areas shall be provided along the project boundaries as follows:

(a) A minimum twenty-five (25) foot natural buffer along the Varella Avenue, School House Road and County Road 16-A boundaries (except for the Entrance).

(b) A minimum twenty-five (25) foot upland buffer along the jurisdictional wetland boundary, as well as an extensive natural buffer along the eastern boundary provided by the wetland area, beginning near the northeast center of the site and widening to over three hundred (300) feet along County Road 16-A at the southeast corner.

In the buffer areas, the natural vegetation will be retained and may be supplemented with additional plantings of native vegetation to enhance the buffer. Fencing, at a maximum height of six (6) feet shall be allowed to be installed along the exterior of the buffer areas (along the property line). Should the natural vegetation be disturbed, then the the applicant will replace the vegetation with native plants and shrubs. In addition, retention/detention may be allowed to encroach upon the upland buffer along the wetlands, provided all appropriate permits are received.

9. Landscaping: Landscaping will be provided in accordance with County Green Law requirements at the project entrances, within the buffer areas (supplemental), at the community/recreation area, and around the buildings. Native plants will be used to reduce supplementary watering requirements. A Land Clearing permit will be obtained from the County prior to receipt of a building permit. Generally,

clearing will be limited to those areas indicated on the Development Plan for construction of buildings, walks, roadways, parking, and drainage retention areas. This application has requested flexibility in actual siting of the buildings, drives, and parking spaces to accomodate retention of as many trees as possible.

10. Stormwater/Drainage: Stormwater will be retained on site within the retention areas located near the southern portion of the site. All drainage structures and facilities will be designed and constructed in compliance with the St. Johns County Paving and Drainage Ordinance 86-4, with revisions and/or with the approval of the St. Johns County Public Works Department. All necessary permit applications and construction plans will be in receipt prior to commencement of any construction.

11. Utilities: The City of St. Augustine Public Works Department has available resources to provide central water and available capacity to provide central sewer treatment. Any line extensions or connections to existing City facilities will shall be in accordance with current City standards and criteria and all construction will be in accordance with current permit requirements.

12. Fire Protection: All fire protection requirements will be met and a system of fire hydrants will be installed by the applicant on site in accordance with County standards, which will be served with water by the City of St. Augustine. Specific fire hydrant locations will be shown on the Construction Plans, and all buildings will be within five hundred (500) feet of a hydrant or closer (if required).

13. Electric Power/Telephone: All electrical and telephone lines will be installed underground on the site. Electricity will be provided for by Florida Power and Light Company. Street lights will be placed on along either side of the drives and spaced according to County requirements.

14. Solid Waste: Solid waste will be handled by the licensed franchisee in the area, with dumpster areas provided throughout the complex. All trash and solid waste will be collected in dumpsters which shall be placed upon concrete pads and screened from view on three (3) sides.

15. Signs: The Development will be identified by one (1) two (2) sided sign located in the median at the entrance to the development. The signs will be located a minimum of ten (10) feet from the edge of County Road 16-A. The signs may be lighted (with lighting directed away from traffic), shall

shall meet all St. Johns County Sign Ordinance requirements, and shall be a maximum of sixty (60) square feet each and shall not exceed five (5) feet in height (from finished grade). In addition, the development shall be allowed to place directional and information signs throughout the development, providing that no sign exceeds ten (10) square feet in size, including advertising signs.

16. Recreation: One (1) recreation area will be provided at the northern tip of the site. The recreation area will include a clubhouse/meeting room and weight room, a swimming pool, children's play equipment, one (1) basketball court, picnic tables and the mailboxes for the development. In addition, passive recreational activities will be provided via the drainage retention system and the undeveloped wetland areas.

17. Sidewalks: Four (4) foot wide sidewalks will be provided throughout the development connecting the buildings with the parking lots and with each other.

18. Manager's Quarters: Permanent managers quarters will be provided within one (1) of the buildings within the development. This managers apartment may be relocated from time to time at the descretion of the applicant.

19. Temporary Uses: The placement of a temporary construction office at the entrance to the development (not within the buffer) will be allowed for a period of two (2) years from the time that building permits are received from the County. Building materials may be stored on site for the duration of the construction and temporary chain-link fences may be erected around the site to secure the materials.

20. Minor Deviations: Minor changes to the Development Plan, Exhibit H, to accomodate permitting requirements, may be allowed (with concurrence of Staff) at the Site Plan Review stage, provided the integrity of this original application is maintained.

SECTION IV
INTENDED SCHEDULE OF DEVELOPMENT

Haley Point Planned Special Development is to be permitted and constructed within one (1) phase. All improvements listed in this application, including buildings, parking lots, drainage facilities, roadways (drives) and recreation facilities will be constructed within this one (1) phase. Development will commence within three (3) years of approval of this PSD with completion of construction within two (2) years of receipt of Construction Plan approval.

SECTION V
OWNERSHIP AND MAINTENANCE

The Haley Point Planned Special Development shall be owned, operated and maintained by Drunna Properties, Inc, including their successors and/or assigns. Drunna Properties, Inc. shall oversee all construction and development of the project including buildings, fencing and landscaping, recreational facilities, roadways and drainage facilities. No common areas, roads, drainage facilities, recreation facilities, etc. shall be dedicated to St. Johns County.

SECTION VI
SUMMARY AND CONCLUSION

The applicant believes that the proposed PSD will be of benefit to the future occupants of said project and to the residents of St. Johns County. The PSD will allow the County to control the development of a significant tract of land and will assist the County in their stated Comprehensive Plan Goals and Objectives to "encourage the provision and maintenance of an adequate inventory of decent, safe and sanitary housing" and "improve the supply of affordable housing for low and moderate income households". As previously stated, this project will provide affordable housing for a large percentage of the population of the County. A copy of a portion of the Economic Feasiblity Study, evaluating County need is attached to this application. A full copy will be available within the file. The property is located within the Residential "C" Density classification of the St. Johns County Comprehensive Plan, which provides incentives to encourage developers to pursue the type of residential development activities as proposed within this application. The applicant is requesting an increase in density for both the provision of affordable housing and for the donation of one (1) acre of property (for intersection realignment and drainage purposes) to St. Johns County. A review of the calculations for this are included on page 5 of 10.

The area is ideally suited to this type of residential development as is it close to schools, including the St. Augustine Technical Center, St. Augustine High School and Sebastian Middle School, and numerous job centers including the St. Johns County Courthouse and Administration, the County Jail, Grumman Corporation and numerous industrial activities along State Road 16 and at the State Road 16 and Interstate 95. In addition, the property will have pedestrian, biking and automobile access to, jobs, shopping

and restaurants, as well as public recreation areas. It should be noted that the County has contemplated the redesign of the County Road 16-A and Varella Avenue intersection for some time and this project can provide the means to do so, without the expense of purchasing private property. In addition, a portion of the property to be dedicated (the area along County Road 16) can provide for future drainage facilities for the roadway. Also, the applicant is not contemplating dredging or filling any of the the wetlands on the site and is providing a buffer for their protection. The wetlands on the property will serve as a generous buffer to County Road 16-A and will provide residents with a "nature preserve" on site.

As described, this use is compatible with the surrounding zoning, the Comprehensive Plan , the overall development trend of the area and is located in an area that is ideal for meeting all of the requirements for receipt of the SAIL program points. The applicant believes that the proposed Planned Special Development will be of particular benefit to the future occupants of the project, as well as to the residents of the County in general.

Justification for approval of this Planned Special Development, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance, includes the following:

1. The project will not adversely affect the orderly development of St. Johns County as embodied in the St. Johns County Zoning Ordinance and the St. Johns County Comprehensive Plan 1990-2005.

2. The project will not adversely affect the health, safety, and welfare of the residents or visitors in the area, will not be detrimental to the natural environment or to the development of adjacent properties or the neigborhood, and will accomplish the objectives, standards and criteria set forth in Section 8A-4 of the St. Johns County Zoning Ordinance.

3. The project will accomplish the objectives, standards and criteria set forth in Section 8A-4 of the St. Johns County Zoning Ordinance.

4. The project will conform to the requirements of the St. Johns County Concurrency Review Committee in accordance with the procedures set forth in Section 7 of the Concurrency Management Ordinance of St. Johns County, Florida. Construction will commence only upon confirmation by this

committee of the availability of adequate public facilities and services to support the proposed PSD and issuance of a Certificate of Concurrency.

5. The conditions stipulated in the PSD Application and imposed by this Ordinance provide for strict regulation and maintenance of the project.

6. When developed in accordance with the conditions stipulated in the PSD application and imposed by this Ordinance, the proposed PSD will be consistent with the development of the property in the area and will be compatible with the desired future development of the area.

7. The land described by the attached Exhibit A - Legal Description, is within the Residential "C" Density classification designated on the Future Land Use Map of the St. Johns County Comprehensive Plan which allows and encourages residential development of this type. Therefore, this project is consistent with the Comprehensive Plan.

Therefore, this Planned Special Development request meets all of the above listed St. Johns County requirements, including the Comprehensive Plan requirements, does not conflict with any of the elements of the Plan and is consistent with the Plan.

EXHIBIT A

St. Johns County
Planning & Zoning Department
4020 Lewis Speedway
St. Augustine, Florida 32095
(904) 823-2470

APPLICATION FOR ZONING HEARING

File No. R-PSD-96-004 Receipt No. 95-019563 Date 12-19-95

1. Applicant Name: Drury McCarthy, Drunna Properties Telephone: (904) 826-3487
   Street Address: 24 Cathedral Place City: St. Augustine 32084
2. Owner of Property: Peggy Watson Telephone:
   Street Address: City:
3. Legal Description of Property: Attached
   Size of Property: 18.0 acres
4. Address of Property: Varella Ave. & Schoolhouse Road
5. Engineering Department Comments*:
6. Jurisdictional Wetlands Map: XX Required Not Required By:
7. Concurrency Determination**: XX Required (File No: to be filed) Not Required
8. Current Zoning Classification: Open Rural (OR)
9. Present Use of Property: Vacant
10. Comprehensive Plan Designation: Residential density "C"
11. Requested Change: See attached application/text/development plan
    To rezone to Planned Special Development
12. Reason Change is Requested: Provide for construction of 90 apartment units
13. Statement of facts supporting requested change: See Summary
14. Attach the following to this application:
    a. List of adjacent property owners within 300 feet showing name, address and brief form legal description fromcurrent tax rolls; Address one long envelope to each person on the list, no return address needed, but proper postage on each;
    b. Proof of ownership (deed or certificate by lawyer or abstract company or title insurance company that verifies record owner as above);
    c. If applicant is not the owner, a letter of authorization from the owner for applicant to represent the owner for all purposes related to this application.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:
Signature of all owners or authorized person if proper letter of authorization is attached:

Printed or typed name(s): Karen M. Taylor on behalf of Drury McCarthy

Signature(s): Karen M Taylor

ADDRESS AND TELEPHONE NUMBER OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS APPLICATION: Name: Karen M. Taylor Telephone: (904) 826-0600

Mailing Address: 3070 Harbor Drive, St. Augustine, FL 32095

* Engineering Department review is necessary before application is complete.

**If concurrency is required, request application form prior to filing this application; concurrency application must be deemed "complete" before this application is processed

EXHIBIT B

LEGAL DESCRIPTION

DESCRIPTION: (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTIONS 1 & 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

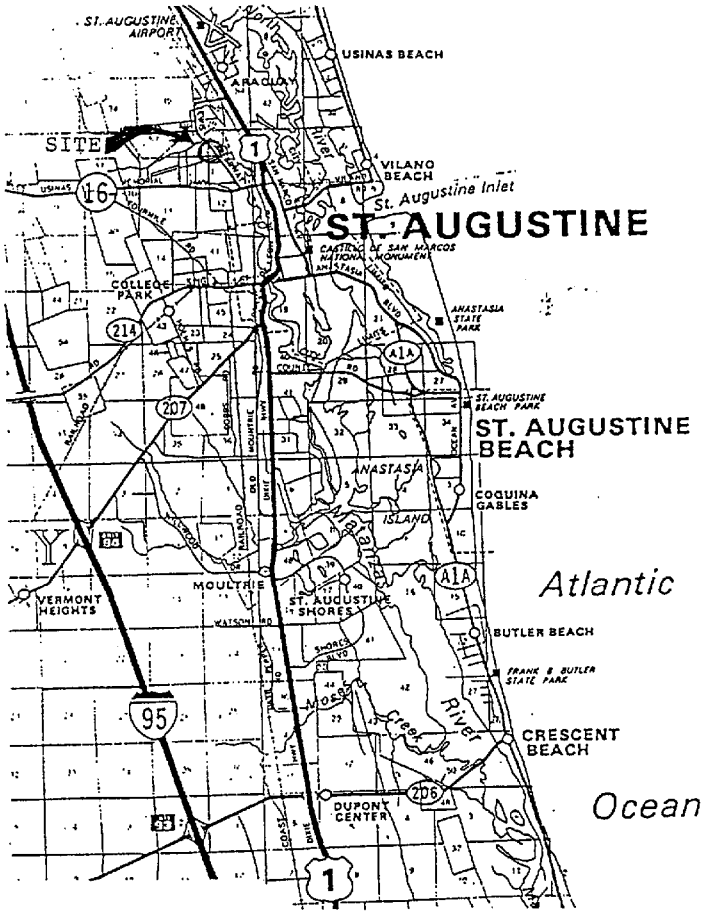
BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 1, RUN THENCE NORTH 75 DEGREES 59 MINUTES 21 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION A DISTANCE OF 1394.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF VARELLA AVENUE, PER DEED RECORDED IN OFFICIAL RECORD BOOK 4, PAGE 474 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01 DEGREE 34 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE 1276.77 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN SAID DEED; THENCE NORTH 56 DEGREES 06 MINUTES 55 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID VARELLA AVENUE A DISTANCE OF 20.48 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16-A; THENCE THE FOLLOWING 11 COURSES ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE: 1ST COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 251.20 FEET; 2ND COURSE) NORTH 55 DEGREES 42 MINUTES 25 SECONDS EAST A DISTANCE OF 5.00 FEET; 3RD COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 300.00 FEET; 4TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET; 5TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 250.00 FEET; 6TH COURSE) NORTH 55 DEGREES 42 MINUTES 25 SECONDS EAST A DISTANCE OF 10.00 FEET; 7TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 450.00 FEET; 8TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET; 9TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 350.00 FEET; 10TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 5.00 FEET; 11TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 174.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SCHOOL HOUSE ROAD; THENCE NORTH 88 DEGREES 57 MINUTES 40 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 1048.79 FEET TO SAID EAST RIGHT-OF-WAY LINE OF VARELLA AVENUE; THENCE NORTH 01 DEGREE 34 MINUTES 19 SECONDS EAST ALONG SAID LINE 165.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 18 ACRES, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA

EXHIBIT C

LOCATION MAP



Ordinance Book 17 Page 415

EXHIBIT D

AUTHORIZATION FOR AGENT

Karen M. Taylor, Land Planner, is hereby authorized to act on behalf of Drunna Properties, Inc. who has been authorized by Peggy Watson owner of the ± 18.0 acres at the intersection of Varella Road and County Road 16-A in St. Johns County in applying to St. Johns County, Florida for rezoning to Planned Special Development (PSD) and in making representations to St. Johns County related to the PSD. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained herein is accurate and complete to the best of my knowledge and belief.

Drury F. McCarthy
Drunna Properties, Inc.

Dec 18, 1995
Date

EXHIBIT D - AUTHORIZATION
Margaret (Peggy) watson to McGuinness

_____. If occupancy is to be delivered prior to closing, BUYER assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing. ~~SELLER shall, within 30 days after the Effective Date, furnish to BUYER copies of all written leases, security deposits and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. In the event SELLER is unable to obtain such letter from each tenant, the same information shall be furnished by SELLER to BUYER within said time period in the form of a SELLER'S affidavit, and BUYER may thereafter contact tenants to confirm such information. SELLER shall, at closing, deliver and assign all original leases to BUYER.~~

15. ZONING: The Property is presently zoned Open Rural (OR). The BUYER'S intended use of the property is multifamily-residential. The BUYER shall have the right to terminate the Agreement and receive a refund of all sums theretofore deposited with the AGENT if there are ~~zoning~~, deed or other restrictions that would prevent such use at the time of closing. No REZONING shall occur until the closing is held. The closing may be in escrow pending final rezoning by the County Commission.

16. The offer of the BUYER shall terminate if the SELLER has not indicated his acceptance of the Agreement by signing and delivering same to the AGENT before 5:00 p.m. on December 6, 1995.

17. BUYER'S CONTINGENCIES:

REZONING. BUYER shall in good faith manner seek at BUYER'S sole expense a rezoning from the present Open Rural (OR) classification to a zoning classification of Planned Special Development (PSD) to accommodate multi-family residential development. BUYER shall diligently seek the rezoning and shall commence same within 15 days after the Effective Date of this Agreement. SELLER ~~shall assist BUYER in all reports necessary to obtain the rezoning and~~ shall appoint BUYER or BUYER'S designee to act as SELLER'S AGENT in the zoning action. If the rezoning cannot be obtained by March 15, 1996, the BUYER may by written notice to SELLER terminate this Agreement, unless extended by agreement of both parties, and the BUYER shall have the right to a full refund of the binder deposit referenced herein from ESCROW AGENT and the parties shall be discharged and released from any further obligations hereunder. Otherwise, said deposit shall become nonrefundable and BUYER shall proceed with the terms of this Agreement as described herein.

RIGHT TO ENTER: During the term of this Agreement, BUYER and BUYER'S designated AGENTS, shall have the right to enter upon Property to make tests and other studies thereof. BUYER shall be responsible for any damage to Property occasioned thereby and BUYER shall ~~to the extent possible~~ return the Property to the condition existing prior to the BUYER'S entry upon the Property.

Additionally, BUYER agrees to hold harmless and defend the SELLER for any and all claims, damages, causes of action, suits or judgments rising out of BUYER'S or BUYER'S AGENTS, right of entry upon the Property in accordance with this Paragraph.

~~18. PERSONAL PROPERTY: Included in the Purchase Price are all fixed equipment.~~

19. APPLICABLE LAW AND VENUE: This Agreement shall be interpreted, construed, controlled and governed by the laws of the State of Florida. Venue of all preceding shall be in St. Johns County, Florida.

20. ASSIGNABILITY: The BUYER may not assign this Agreement ~~at his sole option~~. Without Consent of Seller.

21. SIGNATURES BY FACSIMILE (FAX): It is the intent and agreement of the parties hereto that the offer, any counteroffer and acceptance of any offer or counteroffer may be communicated by use of a facsimile machine (fax) and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be as legally valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of the Contract because of use of fax copies and not originals in any litigation and both parties specifically waive and relinquish any such defenses.

28. SELLER and BUYER give AGENT authorization to advise surrounding neighbors who shall be the new owner of the Property.

29. TIME is of the Essence in the Agreement.

30. SIGNED, SEALED AND WITNESSED on the dates and in the year herein stated.

31. SELLER'S agree to enter into a general partnership with BUYER subject to an indemnification agreement ~~that~~ THAT is agreeable to SELLER.

BUYER	SELLER'S
By:	
TITLE:	
Date: Dec 5, 1995	Date: 12/5/95

AGENT by the signature below acknowledges receipt of $100.00 check, as binder deposit, which is the amount mentioned in Paragraph 1 of this Agreement. It shall be held in escrow with NORTH FLORIDA TITLE COMPANY, pending disbursement according to terms hereof, together with all additional binder deposits escrowed by terms of this Agreement.

McGUINNESS COMMERCIAL PROPERTIES

BY:_____

Signature Title

P&SCon.95

EXHIBIT D - AUTHORIZATION
McGuinness to Drunna Properties

or BUYER, shall be the responsibility of BUYER, and the costs shall be deducted from the binder deposit. This shall include buy not be limited to the transaction not closing, because BUYER and the costs shall be deducted from the binder deposit. This shall include but not be limited to the transaction not closing, because BUYER does not obtain the required financing as provided in this Agreement (if applicable), or because BUYER terminates the Agreement in accordance with the provisions of any contingencies established herein (if applicable), or because BUYER breaches this Agreement.

(b) If this transaction does not close through no fault of BUYER, all loan and sales processing and closing costs incurred, whether the same were to be paid by SELLER or BUYER, shall e entitled to the return of the binder deposit. This shall include but not be limited to the transaction not closing because SELLER is unable or unwilling to complete the transaction for a qualified BUYER or because SELLER cannot deliver an insurable title, or SELLER breaches this Agreement.

12. LOSS OR DAMAGE: If the improvements are damaged by fire or other casualty prior to closing, and the cost of restoring same does not exceed Ten Percent (10%) of the Assessed Valuation of the improvements, cost of restoration shall be an obligation of the SELLER and closing shall proceed pursuant to the terms of the Agreement with cost therefore escrowed at closing, when permissible by the Mortgagee, otherwise all repairs to be completed by a licensed contractor within 90 days and prior to closing. In the event the cost of repair or restoration exceeds Ten Percent (10%) of the Assessed Valuation of the improvements, BUYER shall have the option of either taking the Property as is, together with either the said Ten Percent (10%) or any insurance proceeds payable by virtue of such loss or damage, or of canceling the Agreement and receiving return of deposit(s) made hereunder.

13. WARRANTIES AND REPRESENTATIONS: The SELLER agrees to deliver the Property in its PRESENT AS IS CONDITION, excepting normal wear and tear. The SELLER does hereby certify and represent that he has legal authority and capacity to convey the Property with all improvements. SELLER further certifies and represents that he knows of no latent defects to the Property except the following:_____.
Should an environmental audit of the subject property be requested by BUYER or Mortgagee, the cost of said audit shall be the responsibility of the BUYER. SELLER warrants that to the best of SELLER'S knowledge that subject Property is free of any and all hazardous wastes and contaminates. BUYER agrees that they have inspected the Property in its PRESENT AS IS CONDITION, except as herein otherwise specified. Both parties acknowledge that the Listing and Property information in the possession of AGENT was supplied by SELLER and other sources deemed reliable and was not totally verified by AGENT or AGENT'S associates. BUYER has independently inspected and satisfied (himself) that the material information is substantially accurate. Both parties, by signing this Agreement, relieve and release AGENT and AGENT'S associates from any responsibility or liability relative to said information and acknowledge that AGENT pr AGENT'S associates are not guarantors thereof.

14. OCCUPANCY: SELLER represents that there are no parties in occupancy other than SELLER, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) shall be disclosed. SELLER agrees to deliver occupancy of Property at time of closing unless otherwise specified _____. If occupancy is to be delivered prior to closing, BUYER assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing. SELLER shall, within 30 days after the Effective Date, furnish to BUYER copies of all written leases, security deposits and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. In the event SELLER is unable to obtain such letter from each tenant, the same information shall be furnished by SELLER to BUYER within said time period in the form of a SELLER'S affidavit, and BUYER may thereafter contact tenants to confirm such information. SELLER shall, at closing, deliver and assign all original leases to BUYER.

15. The offer of the BUYER shall terminate if the SELLER has not indicated his acceptance of the Agreement by signing and delivering same to the AGENT before 5:00 p.m. on_____.

16. REZONING: BUYER shall in good faith manner seek at BUYER'S sole expense a rezoning from the present Open Rural classification to a zoning classification of Planned Unit Development. BUYER shall diligently seek the rezoning and shall commence same within 15 days after the effective date of this Agreement. SELLER shall assist BUYER in all respects necessary to obtain the rezoning and shall appoint BUYER or BUYER'S designee to act as SELLER'S AGENT in the zoning action unless extended by agreement of both parties, the BUYER shall have the right to receive a refund of the binder deposit referenced herein from AGENT and the parties shall be discharged and released from any further obligations hereunder.

33. SIGNED, SEALED AND WITNESSED on the dates and in the year herein stated.

BUYER

BY: _____

_____

DATE: 12/1/95

SELLER

BY: _____

_____

DATE: 12/3/95

AGENT by the signature below acknowledges receipt of $1,000.00 check, as binder deposit, which is the amount mentioned in Paragraph 1 of this Agreement. It shall be held in escrow pending disbursement according to terms hereof, together with all additional binder deposits escrowed by terms of this Agreement.

McGuinness Commercial Properties

By_____

Signature Title

825-8724

DEC 18 '82 04:59PM NORTH FLORIDA TITLE

O.R. 1161 PG 1034

67-128

EXHIBIT E

THE 95 PG 714

This Quit-Claim Deed, Executed this 7th day of July, A. D. 19 80, by GEORGE WILLIAM JACKSON, individually and as surviving trustee and stockholder of The Home Corporation, and CLINT C. JACKSON, his wife, individually and as stockholder in The Home Corporation,

first party, to

VERLE A. POPE

whose post office address is 88 Charlotte Street, St. Augustine, Florida,

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $10.00---------- in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns State of Florida, to-wit:

Government Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Section Thirty-five (35), Township Six (6) South, Range Twenty-nine (29) East.

All of the Joseph Delespine Grant in Sections Eighty-one (81) and Ninety-eight (98), Township Six (6) South, Range Twenty-nine (29) East.

All of the Joseph Delespine Grant in Sections Fifty-one (51), Fifty-two (52), Fifty-six (56) and Fifty-seven (57), Township Seven (7) South, Range Twenty-nine (29) East.

Government Lots Eight (8) and Eleven (11), Section One (1), Township Seven (7) South, Range Twenty-nine (29) East.

Lot One (1) of Block One (1) of Sheppard Crosby Subdivision according to the map thereof recorded in Map Book 1, page 19, public records of St. Johns County, Florida.

Together with the right title and interest of the parties of the first part in and to the capital stock of the Home Corporation, together with all of its assets, real and personal located in St. Johns County, Florida.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

George William Jackson (SEAL)
(George William Jackson)

Clint C. Jackson (SEAL)
(Clint C. Jackson)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared GEORGE WILLIAM JACKSON, individually and as surviving trustee and stockholder of The Home Corporation, and CLINT C. JACKSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of July, 1980.

Notary Public, State of Florida at Large
My Commission expires:

FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY, FLA.
Jul 12 8 30 AM '87

STATE OF FLORIDA DOCUMENTARY STAMP TAX 0300

COUNTY
SHOT '13

THE WAS UNSATISFACTORY FOR REPRODUCTION AT THE TIME OF IMAGING

EXHIBIT F
AGREEMENT TO COMPLY

RE: HALEY POINT PSD APPLICATION

I, the undersigned, do hereby agree to proceed with the Planned Special Development in accordance with all written information, drawings, and exhibits attached hereto and with such conditions and safeguards as may be set forth by the Board of County Commissioners of St. Johns County, Florida, in such Ordinance. In addition, I agree to bind all my successors in title to any of the committments made in this Application or the Ordinance adopting this Planned Special Development.

Drury F. McCarthy
Vice President
Druna Properties, Inc.

Dec. 18, 1995
Date

EXHIBIT G
PROPERTY OWNERS WITHIN 300" FEET

102820-0000, 084600-0030
Pope, Verle A. Estate
P.O. Box 2164
St. Augustine, FL 32085-2164

084570-0000
St. Johns County School Board
3000 Lewis Speeday
Mail: 40 Orange Street
St. Augustine, FL 32084

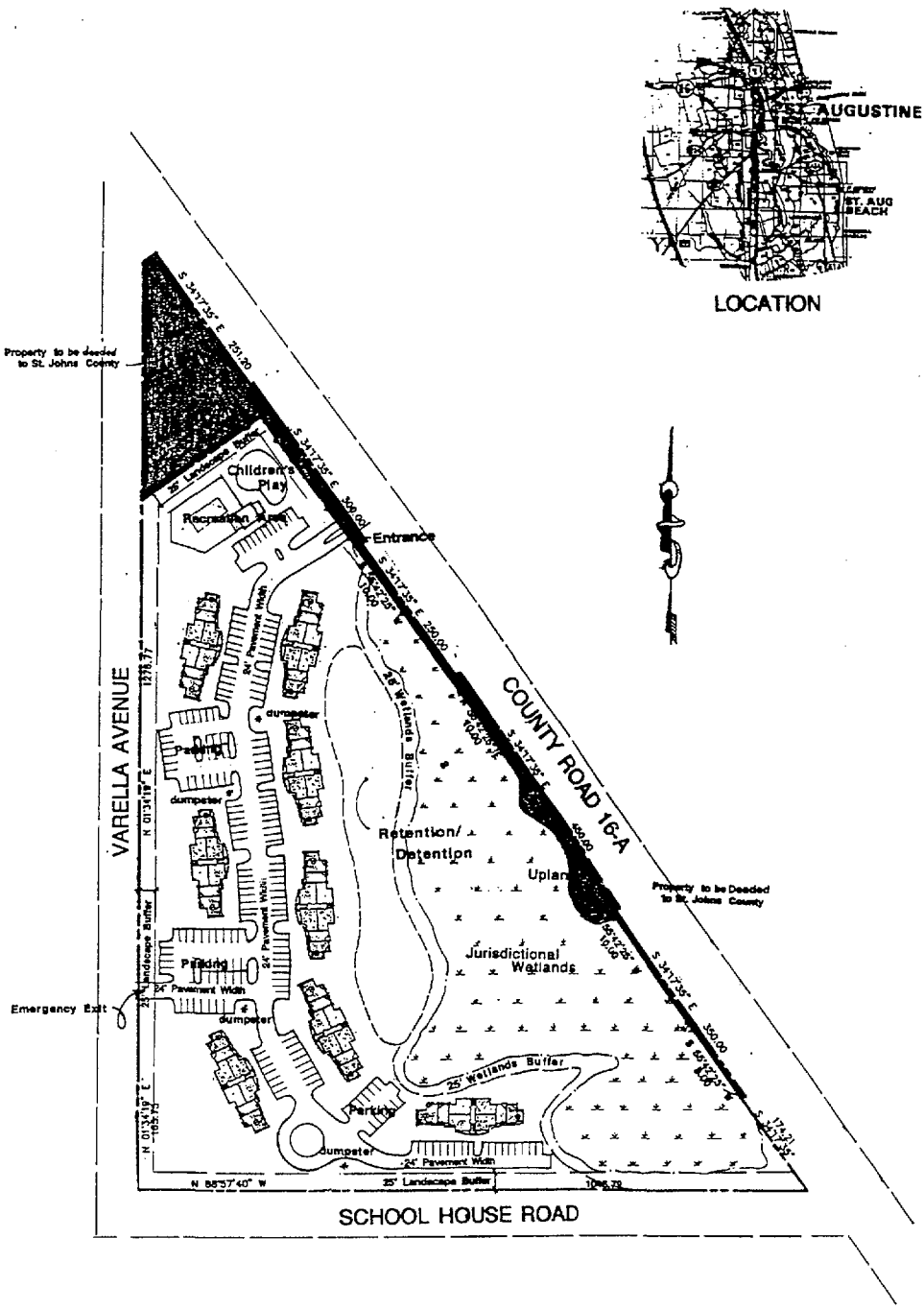
083460-0000
Church On the Rock Ministries
2991 Varella
Mail: P.O. Box 4336
St. Augustine, FL 32085

103010-0010
Wasson, Steve & Diane
3090 Lewis Speedway
Mail: 3060 Lewis Speedway
St. Augustine, FL 32095

102870-0000
Board of Public Instruction
St. Johns County
3205 Varella
Mail: 40 Orange Street
St. Augustine, FL 32084

102860-0000
Mills, Gerald & Diane
3455 Lewis Speedway
Mail: P.O. Box 1482
St. Augustine, FL 32085

103040-0000
Wasson, Louis & Orel
3040 Lewis Speedway
Mail: 3060 Lewis Speedway
St. Augustine, FL 32095



LOCATION

Haley * Point

PLANNED SPECIAL DEVELOPMENT

EXHIBIT H

LAND · PLANNER

5070 HARBOR DRIVE · ST. AUGUSTINE, FLORIDA 32095

(904) 825-

Date	12/6/95
Scale	1" = 100'
Drawn	KLS
Job	
Sheet	1
Of	1 Sheets

12-18-95 KS

O.R. 1191 PG 1087

Ordinance Book 17 Page 424

EXHIBIT I

O.R. 1161 PG 1038

RENTAL HOUSING MARKET STUDY FOR THE SEVEN-COUNTY NORTHEAST FLORIDA REGION (BAKER, CLAY, DUVAL, FLAGLER, NASSAU, PUTNAM AND ST. JOHNS)

September, 1995

Prepared for the
FLORIDA HOUSING FINANCE AGENCY
Tallahassee, Florida

By
URBANOMICS, Inc.
Economic and Development Advisors
Jacksonville, Florida

Ordinance Book 17 Page 425

SECTION 1. EXECUTIVE SUMMARY

OBJECTIVES AND SCOPE OF REPORT

URBANOMICS, Inc., was retained by the Florida Housing Finance Agency (FHFA) to study and report on the rental housing market in seven Northeast Florida counties: Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns. Four of these counties -- Clay, Duval, Nassau, and St. Johns -- comprise the Jacksonville Metropolitan area.

Objectives are to describe the supply and demand characteristics of the rental housing market in each county, with particular attention given to needs and opportunities for households of below average incomes. The intent is to provide background and guidance to the FHFA in administering its financial assistance and leveraging programs. It may also aid the private sector in recognizing housing needs and opportunities in Northeast Florida.

Economic and demographic factors which drive or influence housing markets are reviewed in Section 2, including county-by-county descriptions of salient factors and trends. Rental housing supply and performance are subjects of Section 3, including review of market activity and characteristics by county. Rental housing demand is evaluated for each county in Section 4, including needs of "very low," "low," and "moderate" income households.

SUMMARY OF FINDINGS AND RECOMMENDATIONS

The seven counties are divided into 15 submarket areas, including six in Duval and two each in Clay, Nassau, and St. Johns County (Figure 1-1). Baker, Flagler, and Putnam each are considered as one submarket area. Analyses and recommendations for each county and submarket area are outlined below. Unmet current demand (1995) and future growth of demand (1995 to 2015) for rental multifamily housing are summarized for all counties and submarket areas in Table 1-1. Needs and opportunities are identified for both the very low/low income market segment and moderate/middle income segment. Multifamily housing is the core of rental market demand and basis for potential FHFA financing, particularly for the very low/low income segment most in need of "affordable" rental housing.

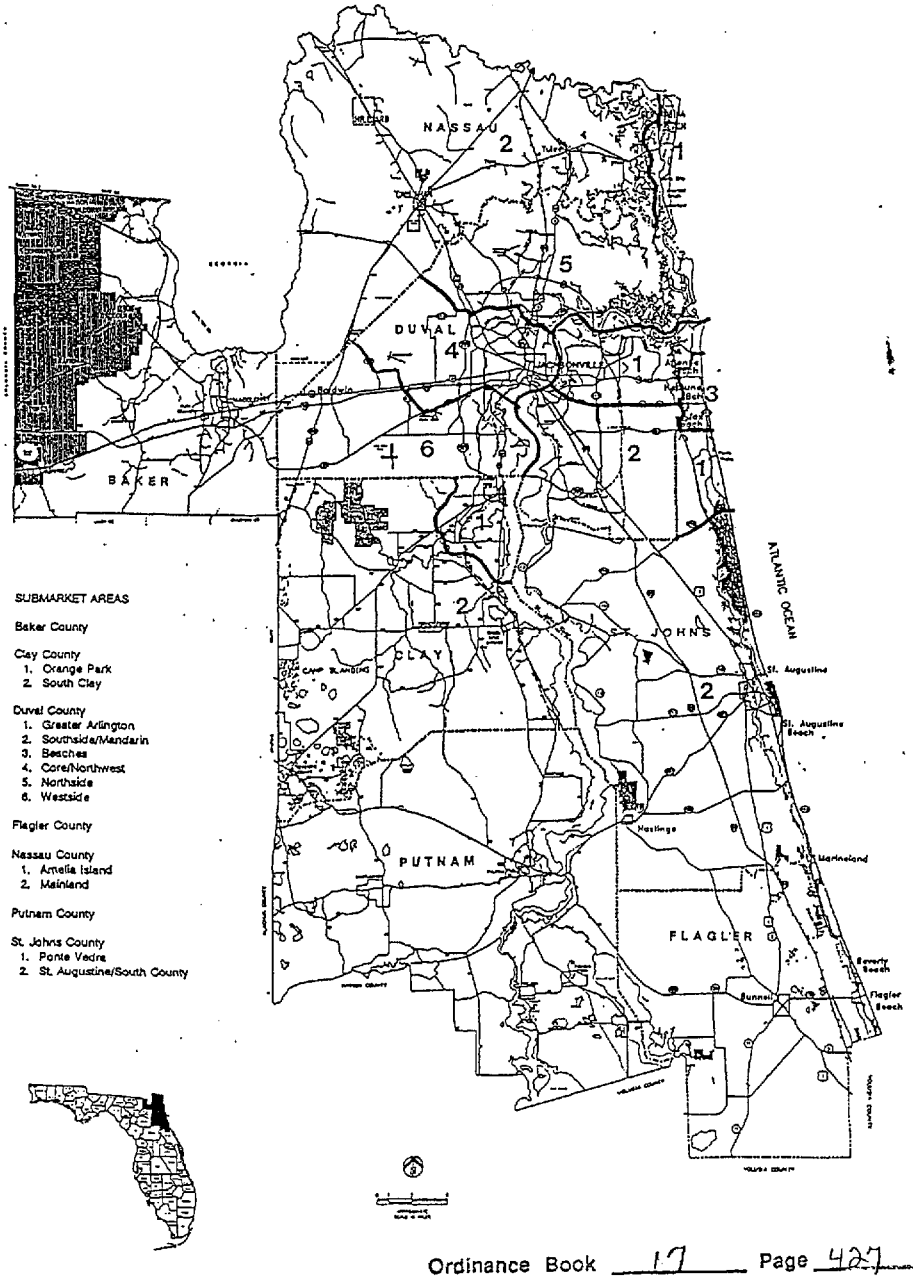


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FIGURE 1-1 NORTHEAST FLORIDA REGION - COUNTIES AND SUBMARKET AREAS

URBANOMICS

TABLE 1-1. CURRENT UNMET AND FUTURE MULTIFAMILY RENTAL APARTMENT DEMAND BY HOUSEHOLD INCOME GROUP IN NORTHEAST FLORIDA COUNTIES AND SUBMARKET AREAS.[1]

County and Submarket Area	Very Low/Low Income		Moderate/Middle Income	
	Current, 1995	Annual Avg., 1995 - 2015	Current, 1995	Annual Avg., 1995 - 2015
Baker	50	5	50	5
Clay				
- Orange Park	350	55	175	55
- South Clay	250	35	25	15
	600	90	200	70
Duval				
- Greater Arlington/Mayport	1,200	115	550	95
- Southside/Mandarin	1,300	185	950	150
- Beaches[2]	400	25	150	20
- Core/Northwest	1,400	35	100	25
- Northside	300	55	150	45
- Westside	900	85	300	65
	5,500	500	2,200	400
Flagler	100	30	200	30
Nassau				
- Amelia Island	45	10	75	10
- Mainland	55	10	50	5
	100	20	125	15
Putnam	100	25	150	20
St. Johns				
- Ponte Vedra	60	10	150	50
- St. Augustine/South County	340	60	50	15
	400	70	200	65

[1] See Section 4 for details.
[2] Three beach municipalities only; unincorporated Mayport area included in Greater Arlington submarket.

SOURCE: URBANOMICS, Inc.

St. Johns County

St. Johns County is another of the four Jacksonville metropolitan counties, adjoining southeastern Duval County. Its coastal location has made St. Johns County a popular tourism and retirement area. The primary concentration of employment is in the central coastal area in and around St. Augustine. Residential development is more widely distributed to the St. Augustine area, Ponte Vedra in the northeast corner, and the northwest corner. The County has 96,300 residents and is projected to grow by 2,200 persons and 1,200 households annually for the next 15 years, including approximately 360 new renter households per year.

Rental housing includes individual homes, multifamily apartments, mobile homes, and condominiums, in that order. There are some 3,000 multifamily rental apartments in the County, including approximately 1,800 in Ponte Vedra and 1,100 in and around St. Augustine. A small number are found in the rural community of Hastings in the southwestern corner of the County. Ponte Vedra consists of comparatively new and large-scale high-end market-rate developments, while those in the St. Augustine area are older, smaller, and have much lower rents. Several projects in the St. Augustine area are Federally funded. Current occupancy rates between 95 and 100 percent are found in both areas.

Unmet current (1995) and future needs and opportunities for new rental multifamily housing in St. Johns County by household income group are summarized below.

St. Johns County Multifamily Rental Apartment Demand					
Household Income Group	Unmet Current (1995) Demand (No.)	Future Demand (Cumulative No.)			
		3-Year	5-Year	10-Year	20-Year
Very Low/Low	400	610	750	1,100	1,800
Moderate/Middle	200	395	525	850	1,500
All Households	600	1,005	1,275	1,950	3,300

- Households in need of affordable rental housing in St. Johns County include young singles and working age families employed in tourist-related industries

along the coast, particularly in the St. Augustine area, agricultural workers in the Hastings area, and elderly residents in the St. Augustine/South County submarkets from St. Augustine to Crescent Beach. Demand in the St. Augustine/ South County submarket is greatest for one-bedroom and two-bedroom units.

- The majority of lower-end demand will focus on the St. Augustine area, while Ponte Vedra will continue to be attractive to the high-end market because of its proximity to employment concentrations and growth areas in Jacksonville.

- St. Johns County is not particularly receptive to housing oriented to lower income households, but the City of St. Augustine appears to have a more favorable attitude.

- Allowable densities may also be a deterrent to rental apartment development in unincorporated sections of the County around St. Augustine.

RECOMMENDED PRIORITIES

Although the four Jacksonville metropolitan counties--Clay, Duval, Nassau, and St. Johns--are divided into submarket areas, demand in one can be easily met in an adjoining submarket area, as well as in an adjoining county. This is particularly true in the case of (1) the Greater Arlington and Southside/Mandarin submarkets in Duval County, (2) the Westside submarket in Duval County and Orange Park submarket in Clay County, and (3) the Southside/Mandarin and Beaches submarkets in Duval County and Ponte Vedra submarket in St. Johns County. Thus, current unmet demand and future demand in each county and submarket can, in many cases, be met wholly or partly in an adjoining county or submarket area.

Recognizing this transferability of demand, particularly for moderate and middle income households which have greater mobility, the following submarket priorities are based on the sum of estimated unmet current demand and three years of incremental future demand (from Table 1-1) for the very low/low income segment:

	Submarket	No. Units
1.	Southside/Mandarin (D)	1,855
2.	Greater Arlington/Mayport (D)	1,545
3.	Urban Core/Northwest (D)	1,505
4.	Westside (D)	1,155
5.	St. Augustine/South County (SJ)	520
6.	Orange Park (C)	515
7.	Beaches (D)	475
8.	Northside (D)	465
9.	South Clay (C)	355
10.	Flagler County	190

All six submarket areas in Duval County rank in the top ten because of their overall large market size. However, in relation to the current supply of multifamily rental apartments, the following priorities are observed:

	Submarket	Ratio of Demand of Existing Supply[1]
1.	Baker County	1.05
2.	Flagler County	1.00
3.	South Clay (C)	0.51
4.	St. Augustine/South County (SJ)	0.43
5.	Beaches (D)	0.40
6.	Core/Northwest (D)	0.33
7.	Mainland Nassau (N)	0.29
8.	Northside (D)	0.20
9.	Putnam County	0.18
10.	Orange Park (C)	0.15

[1] All multifamily rental apartments whether assisted or non assisted.

The first listing of priorities is an indication of absolute need. The second listing reflects relative need. The only submarket areas to appear on both priority listings in order of absolute need are:

	Submarket	No. Units
1.	Urban Core/Northwest (D)	1,505
2.	St. Augustine/South County (SJ)	520
3.	Orange Park (C)	515
4.	Beaches (D)	475
5.	Northside (D)	465
6.	South Clay (C)	355
7.	Flagler County	190

The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared Julia Meeks who on oath says that she is Accounting clerk 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 Notice of Meeting in the matter of varch 12, 1996 @1:30 in the _____ Court, was published in said newspaper in the issues of Jan. 30, 1996

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 heretofore been continuously published in said St. Johns County, Florida, each day 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 copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 30th day of Jan., 1996, by Julia Meeks who is personally known to me or who has produced personally known (Type of Identification) as identification.

Zoe Ann Moss
(Signature of Notary Public)

Zoe Ann Moss
(Print, Type or Stamp Commissioned Name of Notary Public)

ZOE ANN MOSS MY COMMISSION EXPIRES AUGUST 22, 1997 #CC 302651 Bonded thru Atlantic Bay Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA (Seal)

Ordinance Book 17 Page 433

COPY OF ADVERTISEMENT

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULAR MEETING ON THE 12th DAY OF MARCH 1996 AT 1:30 o'clock P.M. IN THE COUNTY AUDITORIUM, COUNTY ADMINISTRATION BUILDING, LEWIS SPEEDWAY (COUNTY ROAD 16-A) AND U.S. #1 NORTH, ST. AUGUSTINE, FLORIDA, WILL CONSIDER THE PASSAGE OF THE FOLLOWING ORDINANCE:

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM THE PRESENT ZONING CLASSIFICATION OF OR TO PSD.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. Pursuant to the application of Drury McCarthy, Drunna Properties on behalf of Peggy Watson owners of the following described land, zoning classification of OR, Open Rural on the following described lands:

EXHIBIT A
DESCRIPTION:
(BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTIONS 1 & 51, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 1, RUN THENCE NORTH 75 DEGREES 59 MINUTES 21 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION A DISTANCE OF 1394.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF VARELLA AVENUE, PER DEED RECORDED IN OFFICIAL RECORD BOOK 4, PAGE 474 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 01 DEGREE 34 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE 1276.77 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN SAID DEED; THENCE NORTH 56 DEGREES 06 MINUTES 55 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID VARELLA AVENUE A DISTANCE OF 20.48 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 16-A; THENCE THE FOLLOWING 11 COURSES ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE: 1ST COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 251.20 FEET; 2ND COURSE) NORTH 55 DEGREES 42 MINUTES 25 SECONDS EAST A DISTANCE OF 5.00 FEET; 3RD COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 300.00 FEET; 4TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET; 5TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 250.00 FEET; 6TH COURSE) NORTH 55 DEGREES 42 MINUTES 25 SECONDS EAST A DISTANCE OF 10.00 FEET; 7TH COURSE) SOUTH 34

DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 450.00 FEET; 8TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 10.00 FEET; 9TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 350.00 FEET; 10TH COURSE) SOUTH 55 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.00 FEET; 11TH COURSE) SOUTH 34 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 174.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SCHOOL HOUSE ROAD; THENCE NORTH 88 DEGREES 57 MINUTES 40 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 1048.79 FEET TO SAID EAST RIGHT-OF-WAY LINE OF VARELLA AVENUE; THENCE NORTH 01 DEGREE 354 MINUTES 19 SECONDS EAST ALONG SAID LINE 165.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 18 ACRES, MORE OR LESS.

SAID LANDS SITUATE, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA.

IS HEREBY CHANGED TO: PSD, Planned Special Development, a residential development 90 apartment units, in compliance with documents filed in application R-PSD-96-004.

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

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

SECTION 4. 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/Carl "Bud" Markel
its clerk

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO ALL HEARING IMPAIRED PERSONS: Anyone planning to attend this meeting and needs the services of an interpreter, please contact David Halstead, ADA Coordinator at 904 823-2509 at least 5 days prior to the date of this meeting.

L384 Jan. 30, 1996

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Division of Administrative Services
Division of Corporations
Division of Cultural Affairs
Division of Elections
Division of Historical Resources
Division of Library and Information Services
Division of Licensing

MEMBER OF THE FLORIDA CABINET

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State
DIVISION OF ELECTIONS

HISTORIC PRESERVATION BOARDS
Historic Florida Keys Preservation Board
Historic Palm Beach County Preservation Board
Historic Pensacola Preservation Board
Historic St. Augustine Preservation Board
Historic Tallahassee Preservation Board
Historic Tampa/Hillsborough County Preservation Board

RINGLING MUSEUM OF ART

March 18, 1996

Honorable Carl Markel
Clerk to Board of County Commissioners
St. Johns County
Post Office Drawer 300
Saint Augustine, Florida 32085-0300

Attention: Rosemary Lewis Deputy Clerk

Dear Mr. Markel:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your letter dated March 15, 1996 and certified copy each of St. Johns County Ordinance Nos. 96-17 and 96-18, which were filed in this office on March 18, 1996.

Sincerely,

Liz Cloud

Liz Cloud, Chief
Bureau of Administrative Code

LC/mw

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BUREAU OF ADMINISTRATIVE CODE
The Elliot Building • 401 South Monroe Street • Tallahassee, Florida 32399-0250 • (904) 488-8427
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