

AN ORDINANCE OF THE COUNTY OF ST. JOHNS,  
STATE OF FLORIDA, REZONING LANDS AS  
DESCRIBED HEREINAFTER FROM PRESENT  
ZONING CLASSIFICATION TO PLANNED UNIT  
DEVELOPMENT OR "PUD"

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

Section 1. That, as requested by GHM Real Estate of Florida, Inc., in its application with supporting documents for zoning changes for the North Saint Johns Commerce Center Planned Unit Development, dated April 27, 1998, the zoning classification of the land described on the attached Exhibit "A" is hereby changed from "OR" & "CHT" to Planned Unit Development. Supporting documents, which are attached and incorporated herein by reference; are as follows:

Exhibit "A"	Legal Description
Exhibit "B"	Certification of Title
Exhibit "C"	Authorization for Agent
Exhibit "D"	Boundary and Topographic Survey
Exhibit "E"	Planned Unit Development Description
Exhibit "F"	Planned Unit Development Concept Map
Exhibit "G"	Property Owners' Association Covenants & Restrictions

Section 2. That development of the lands within this PUD shall proceed in accordance with the Petition and supporting documents which are a part of zoning file \_\_\_\_\_ 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 or supporting documents and the below described provisions of this Ordinance, the below described provisions of this Ordinance, the below described provisions shall prevail.

Section 3. All building code, zoning ordinances and other land use and development regulations of St. Johns County, as may be amended from time to time, shall be applicable to this development, except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance as they may from time to time be amended. Modification to approved development plans by variance or special exception shall be prohibited.

Section 4. GHM Real Estate of Florida, Inc., or its assigns, shall submit a "Final Development Plan" for each parcel and phase of the PUD, in accordance with Section 8-3 of the St. Johns County Planning & Zoning Ordinance.

Section 5. Covenants and restrictions applicable to the land within the North Saint Johns Commerce Center PUD shall include the provisions attached hereto and made a part of Exhibit "G" that provide for the maintenance of all common areas. Those sections of the covenants which are specifically referenced herein and listed on Exhibit "G" are incorporated by reference in the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. The developer reserves the right to alter, amend, or allow to be amended all other sections of the covenants.

Section 6. St. Johns County's Planning & Building Department is hereby authorized to issue development orders, building permits, certificates or other documents authorizing construction of said PUD in accordance with the development plan after its approval pursuant to Section 8-3 of the St. Johns County Planning & Zoning Ordinance.

Section 7. 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 of St. Johns County, Florida, that the same has been filed.

Section 8. The Board of County Commissioners finds as follows:

- 1) The need and justification for the requested change has been considered as required by Section 11-10-4 of the Zoning Code;
- 2) The rezoning is consistent with the goals, policies, and objectives of the Comprehensive Plan and the Comprehensive Plan Land Use Map; and
- 3) The proposed development meets the objectives of Article 8 of the Zoning Ordinance authorizing PUD's. The intent in Article 8.1 of the Zoning Code is satisfied.
- 4) The conditions in Article 8-2-3 of the Zoning Code are also satisfied as follows:
  - a) The proposed PUD does not affect adversely the orderly development of St. Johns County as embodied in this Zoning Ordinance and in any comprehensive plan or portion thereof adopted by the St. Johns County Board of County Commissioners.
  - b) The proposed PUD will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the natural environment or to the use or development of adjacent properties or the general neighborhood.
  - c) The proposed PUD will accomplish the Objectives and will meet the Standards and Criteria of Section 8-4 of the Zoning Code.

PASSED by the County Commission of St. Johns County, Florida, this 27

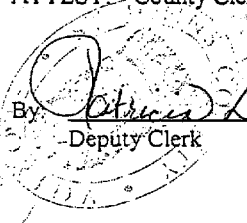
day of October, 1998.

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

BY: Mass A. Floyd  
Chairman/Commissioner

ATTEST: County Clerk Cheryl Strickland

By: Cheryl Strickland  
Deputy Clerk



Adopted regular meeting 10-27-98

Effective 11-03-98

Ordinance Book 21 Page 679

EXHIBIT A  
LEGAL DESCRIPTION OF  
NORTH SAINT JOHNS COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT

P.U.D. REC.  
BOOK M PAGE 504

Legal description from Official Records Volume 399, Page 439. That part of Government Lot 2; run South 1 degree 29 minutes 06 seconds East, 501.31 feet to State Road No. 210; run Northwesterly along State Road Right-of-Way to intersection of North line of Government Lot 2; thence North 89 degrees 26 minutes 20 seconds west to the Point-of-Beginning. Together with the South ½ of the South ½ of Government Lots 6 and 7, lying Northwest of Right-of-Way of State Road No. 210 (less Right-of-Way of road No. I-95, and less 100 feet x 100 feet in Government Lot 7 shown in Official Records Book 82, Page 249), all being in Section 16, Township 5 South, Range 28 East, St. Johns County, Florida.

The entire PUD parcel described in Official Records Volume 399, Page 439 being more particularly described as follows:

Begin at the Northeast Corner of Government Lot 3, Section 16, Township 5 South, Range 28 East, St. Johns County, Florida; thence North 89 degrees 29 minutes 05 seconds West, 355.30 feet along the North line of said Government Lot 3 to a point on the Southeast Corner of a Parcel of Land described in the Official Records Volume 82, Page 249; thence North 13 degrees 05 minutes 56 seconds West, 100 feet along the east line of said Parcel (O.V.R. 82, PG 249) to a point on the Northeast Corner of Said Parcel (O.R.V. 82, PG 249); thence North 89 degrees 29 minutes 05 seconds West, 100 feet to a Point on the East Right-of-Way Line of Interstate I-95 (R/W Varies); thence along said East Right-of-Way Line North 13 degrees 05 minutes 56 seconds West, 181.27 feet; thence continuing along said Right-of-Way line 315.38 feet through a curve with a radius of 1815.86 feet deflecting 09 degrees 57 minutes 50 seconds to the right and having a chord length of 315.38 feet with a chord bearing North 08 degrees 07 minutes 01 seconds West; thence continuing along said Right-of-Way North 03 degrees 08 minutes 06 seconds West, 53.70 feet to a point being on the intersection of said Right-of-Way line and the south line of a parcel of land described in Official Records Volume 784, Page 1752; thence North 89 degrees 33 minutes 55 seconds East, 1736.74 feet along South Line of said Parcel (O.R.V. 784, PG 1752) to a point on the West Right-of-Way Line of County Road 210 West (100 foot R/W); thence South 36 degrees 27 minutes 13 seconds West, 1442.10 feet along said West Right-of-Way line of C.R. 210 West; thence North 01 degrees 31 minutes 47 seconds West, 501.31 feet to a Point on the North Line of Government Lot 2, Section 16, Township 5 South, Range 28 East, St. Johns County, Florida; thence North 89 degrees 29 minutes 05 seconds West, 300.00 feet along the North Line of Said Government Lot 2 to the Point-of-Beginning. Said Described Parcel of Land Containing 23.60 acres more or less.

Ordinance Book 21 Page 680

**Property Owners Within  
300 Feet of Proposed Rezoning**

Parcel ID No.	Name	Address	City	State	Zip
026260-0000	John D. & Neil B. Farmer	3229 Cormorant Drive	Jacksonville	FL	32223-2719
026260-0000	Ganwood Company, Inc.	11250 Old St. Augustine Road, Suite 15-311	Jacksonville	FL	32257-0000
026130-0000	Edward A. & Deborah C. Jennings	P.O. Box 52	Wildwood	FL	32785-0052
026160-0000	Enro Marketing Company	c/o Property Tax Dept. 539 Main St.	Findlay	OH	45840-0000
026070-0030	James H. Arnold	9755 C.E. Wilson Road	St. Augustine	FL	32095-0000
026110-0000	Stan Cushman, Trustee	711 South Main Street	Wildwood	FL	34785-0000
026153-0000	National Auto Truck Stops, Inc.	c/o Lorre Zygmunt 24601 Center Ridge Rd #200	West Lake	OH	44145-5634
026050-0000	Mark A. & Suzan H. Pionessa	1545 C.R. 210 West	Jacksonville	FL	32259-0000

**P.U.D. OFF. REC.**  
BOOK M PAGE 505

Ordinance Book 21 Page 681

PETITION FOR REZONING TO A **P. U. D.** OFF. REC.  
PLANNED UNIT DEVELOPMENT BOOK **M** PAGE **506**

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

A QUALITY COMMERCIAL CENTER FROM:  
**GHM REAL ESTATE OF FLORIDA, INC.**

PLANNING, ENGINEERING, & ENVIRONMENTAL SERVICES PROVIDED BY:  
**AES Engineering & Environmental**  
ADVANCED ENGINEERING SYSTEMS CORPORATION

Ordinance Book 21 Page 682

**NORTH SAINT JOHNS COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

**PETITION**

**P. U. D. OFF. REC.**  
BOOK M PAGE 507

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Certification of Title
- Exhibit C: Authorization for Agent
- Exhibit D: Boundary and Topographic Survey
- Exhibit E: Planned Unit Development Description
- Exhibit F: Planned Unit Development Concept Map
- Exhibit G: Applicable Sections of Property Owners' Covenants & Restrictions

**ATTACHMENTS**

- Attachment I: Planned Unit Development Ordinance

**SUBMITTAL DATE**

April 27, 1998  
Revised June 15, 1998

**OWNER/APPLICANT**

**GHM REAL ESTATE OF FLORIDA, INC.**  
1650 C.R. 210  
Jacksonville, FL 32259  
(904)829-3946 x15

**AGENT**

**AES ENGINEERING & ENVIRONMENTAL**  
3000 North Ponce De Leon  
P.O. Box 5003  
St. Augustine, FL 32085-5003  
(904)829-1519

Ordinance Book 21 Page 683



THIS PETITION FOR REZONING 23.60 ACRES OF LAND TO A PLANNED UNIT DEVELOPMENT TO BE KNOWN AS

**NORTH SAINT JOHNS COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

P. U. D. OFF. REC.  
BOOK M PAGE 508

IS HEREBY MADE WITH THE FOLLOWING STATEMENTS, PRESENTATIONS OF FACT AND COMMITMENTS:

GHM REAL ESTATE OF FLORIDA, INC., a Florida Corporation, herein petitions St. Johns County, its Planning & Zoning Agency and its Commission, to rezone the lands described in Exhibit A to a "Planned Unit Development" pursuant to Article 8 of the St. Johns County Planning & Zoning Ordinance.

GHM Real Estate of Florida, Inc. (the "Developer") in conjunction with Mr. Stan Cushman Trustee, representing the Beneficiary of the Cushman Trust, are the owners in fee simple title of the lands being petitioned for rezoning. Within such authority, the Developer and Mr. Cushman, Trustee agree to bind the land to the following restrictions:

1. The Developer will proceed with the proposed development in accordance with the adopted PUD Ordinance and such conditions and safeguards as may be set by the Board of County Commissioners in such Ordinance; and,
2. The Developer will provide a written statement of a proposal for completion of such development according to plans approved by such Ordinance; and for continuing operation and maintenance of such area, functions, and facilities as are not to be provided, operated or maintained by St. Johns County pursuant to written agreement; and,
3. The Developer will bind its successors in title to any commitments made in their application.

Ordinance Book 21 Page 684

In witness whereof the Developer has caused this petition to be executed and bound as of the 27<sup>th</sup> day of APRIL, 1998 by the witnessed signatures of its duly authorized officers:

P. U. D. OFF. REC.  
BOOK M PAGE 509

Witness: [Signature] GHM REAL ESTATE OF FLORIDA, INC.

Witness: [Signature]  
[Signature]  
G. Robert Morris  
Its President VICE PRESIDENT

In witness whereof the agent for the <sup>Beneficiary of the</sup> ~~Cushman~~ Trust, Stan Cushman has caused this petition to be executed and bound as of the 13<sup>th</sup> day of ~~March~~ <sup>Trustee</sup> APRIL, 1998 by the witnessed signatures of its duly authorized officers:

Witness: [Signature] CUSHMAN TRUST  
Eythia S. Langston

Witness: [Signature]  
Jeanie E. Schuyfman  
Stan Cushman  
Its Trustee

EXHIBIT A:  
LEGAL DESCRIPTION

P.U.D. OFF. REC.  
BOOK M PAGE 510

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

Prepared by:  
AES ENGINEERING & ENVIRONMENTAL

April 27, 1998

Ordinance Book 21 Page 686

EXHIBIT B:  
CERTIFICATION OF TITLE

P.U.D. OFF. REC.  
BOOK M PAGE 511

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

Prepared by:  
AES ENGINEERING & ENVIRONMENTAL

April 27, 1998

Ordinance Book 21 Page 687

PADGETT, SHAW & ASSOCIATES, P.A.

ATTORNEYS AT LAW

2511 Ponce de Leon Boulevard, Suite 209  
Coral Gables, Florida 33134

P.U.D. OFF. REC.  
BOOK M PAGE 512

Telephone (305) 444-7611

Fax (305) 443-7177

To: Florida Department of Environmental Protection  
Tallahassee, Florida

OPINION OF TITLE

The undersigned hereby certifies that on July 21, 1997, at 3:30 P.M. the title to the following described property to wit:

See Exhibit "A"

was vested in: Stan Cushman, as Trustee

subject to the following:

1. Real Estate Taxes for 1997.

Sincerely,

Padgett, Shaw & Associates, P.A.

By 

Richard L. Shaw

Ordinance Book 21 Page 688

EXHIBIT "A"

P. U. D. OFF. REC.  
BOOK M PAGE 513

That part of Government Lot 7, commencing at the Northwest corner of Government Lot 2 and run South 89° 26' 20" East, a distance of 300.00 feet; thence South 01° 29' 06" East, a distance of 501.31 feet to State Road No. 210; thence North 36° 27' 13" East along the North and West right-of-line of State Road No. 210, a distance of 1442.10 feet; thence South 89° 33' 55" West, a distance of 594.00 feet to the point of beginning (POB); thence continue South 89° 33' 55" West, a distance of 200.00 feet; thence South 417.00 feet, more or less, to the North line of C.E. Wilson Road; thence Southeasterly along the North line of C.E. Wilson Road, a distance of 224.00 feet, more or less, to a point perpendicular to the POB; thence North parallel with the West line of the herein described parcel, a distance of 517.00 feet, more or less, to the point of beginning, in Section 16, Township 5 South, Range 28 East, St. Johns County, Florida.

Ordinance Book 21 Page 639

PADGETT, SHAW & ASSOCIATES, P.A.

ATTORNEYS AT LAW

2511 Ponce de Leon Boulevard, Suite 209 BOOK M  
Coral Gables, Florida 33134

P. U. D. OFF. REC.  
PAGE 514

Telephone (305) 444-7611

Fax (305) 443-7177

OPINION OF TITLE

To: Florida Department of Environmental Protection  
Tallahassee, Florida

The undersigned hereby certifies that on July 21, 1997, at 3:30 P.M. the title to the following described property to wit:

See Exhibit "A"

was vested in: GHM Real Estate of Florida, Inc., a Florida Corporation

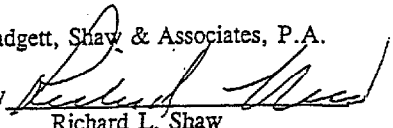
subject to the following:

1. Mortgage in the amount of \$220,000.00 in favor of International Stacks Truck Stop, Inc. a Florida Corporation, given by GHM Real Estate of Florida, Inc., a Florida Corporation, dated July 7, 1997, recorded July 21, 1997, in Official Records Book 1252, Page 1331, of the Public Records of St. Johns County, Florida.

2. Real Estate Taxes for 1997.

Sincerely,

Padgett, Shaw & Associates, P.A.

By   
Richard L. Shaw

Ordinance Book 21 Page 690

EXHIBIT "A"

P. U. D. OFF. REC.

LEGAL DESCRIPTION BOOK M PAGE 515

That part of Government Lot 2, beginning 300 feet South, 89° 26' 20" East of Northwest corner Government Lot 2, run thence South 89° 26' 20" East 200 feet; thence South 01° 29' 06" East to Intersection of State Road 210. Run thence Southwesterly along State Road Right-of-Way to a point South 01° 29' 06" East of Point of Beginning, thence North 01° 29' 06" West to Point of Beginning, in Section 16, Township 5 South, Range 28 East, St. Johns County, Florida.

Ordinance Book 21 Page 691



PADGETT, SHAW & ASSOCIATES, P.A.

ATTORNEYS AT LAW

2511 Ponce de Leon Boulevard, Suite 209  
Coral Gables, Florida 33134

Telephone (305) 444-7611

P.U.D. OFF. REC.  
BOOK M PAGE 516  
Fax (305) 443-7177

OPINION OF TITLE

To: Florida Department of Environmental Protection  
Tallahassee, Florida

The undersigned hereby certifies that on July 21, 1997, at 3:30 P.M. the title to the following described property to wit:

See Exhibit "A"

was vested in: GHM Real Estate of Florida, Inc., a Florida Corporation

subject to the following:

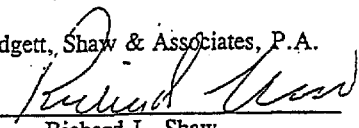
1. Mortgage in the amount of \$1,030,000.00 in favor of J. Alan Cross, Jr., as Trustee, given by GHM Real Estate of Florida, Inc., a Florida Corporation, dated June 11, 1997, recorded July 21, 1997, in Official Records Book 1252, Page 1316, of the Public Records of St. Johns County, Florida.

2. Real Estate Taxes for 1997.

Sincerely,

Padgett, Shaw & Associates, P.A.

By

  
Richard L. Shaw

Ordinance Book 21 Page 692

## EXHIBIT "A"

## LEGAL DESCRIPTION

P. U. D. OFF. REC.  
BOOK M PAGE 517

That part of Government Lot 2, Beginning 300 feet South 89° 26' 20" East of Northwest corner of Government Lot 2, run South 1° 29' 06" East, 501.31 feet to State Road No. 210; run Northeasterly along State Road Right-of-Way to Intersection of North line of Government Lot 2; thence North 89° 26' 20" West to The Point of Beginning together with the South ½ of the South ½ of Government Lots 6 & 7, lying Northwest of Right-of-Way of State Road No. 210 (Less Right-of-Way of Road No. I-95 and Less 100 x 100 in Government Lot 7 shown in Official Records Book 82, Page 249) all being in Section 16, Township 5 South, Range 28 East, St. Johns County, Florida and subject to a 15' x 65' Access Easement along the South line of Government Lot 7 in Section 16, Township 5 South, Range 28 East, St. Johns County, Florida. LESS That part of Government Lot 2, beginning 300 feet South, 89° 26' 20" East of Northwest corner Government Lot 2, run thence South 89° 26' 20" East 200 feet; thence South 01° 29' 06" East to Intersection of State Road 210. Run thence Southwesterly along State Road Right-of-Way to a point South 01° 29' 06" East of Point of Beginning, thence North 01° 29' 06" West to Point of Beginning. AND LESS that part of Government Lot 7, commencing at the Northwest corner of Government Lot 2 and run South 89° 26' 20" East, a distance of 300.00 feet; thence South 01° 29' 06" East, a distance of 501.31 feet to State Road No. 210; thence North 36° 27' 13" East along the North and West right-of-line of State Road No. 210, a distance of 1442.10 feet; thence South 89° 33' 55" West, a distance of 594.00 feet to the point of beginning (POB); thence continue South 89° 33' 55" West, a distance of 200.00 feet; thence South 417.00 feet, more or less, to the North line of C.E. Wilson Road; thence Southeasterly along the North line of C.E. Wilson Road, a distance of 224.00 feet, more or less, to a point perpendicular to the POB; thence North parallel with the West line of the herein described parcel, a distance of 517.00 feet, more or less, to the point of beginning, in Section 16, Township 5 South, Range 28 East, St. Johns County, Florida.

Ordinance Book 21 Page 693

EXHIBIT C:  
AUTHORIZATION FOR AGENT

---

P.U.D. OFF. REC.  
BOOK M PAGE 518

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

Prepared by:  
AES ENGINEERING & ENVIRONMENTAL


April 27, 1998

Ordinance Book 21 Page 694

OWNER'S AUTHORIZATION FOR AGENT **P. U. D. OFF. REC.**  
**BOOK M PAGE 519**  
NORTH SAINT JOHNS COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT

The undersigned, Stan Cushman, Trustee, herein authorizes Mr. James Kenneth Royal to make all necessary applications in his name for the purpose of obtaining rezoning, final development plans, concurrency, platting, and construction plan approvals for the property as described in Exhibit "A". The owner by the affixed and notarized signature below certifies that he is the owner of record for the property as described in Exhibit "A". Mr. Cushman acknowledges that such authorization will allow, if approved by St. Johns County, the Florida Department of Transportation, and the St. Johns River Water Management District, the duly authorized representative for GHM Real Estate of Florida, Inc., Mr. James Kenneth Royal, to incorporate the property as described in Exhibit "A" into a Planned Unit Development subject to all of the restrictions and conditions as may be approved by St. Johns County, the Florida Department of Transportation, and the St. Johns River Water Management District for the purpose of rezoning and platting the property.


IN WITNESS WHEREOF, Stan Cushman, TRUSTEE, has executed this instrument on this 13<sup>TH</sup> day of APRIL, 1998.

  
\_\_\_\_\_  
Stan Cushman  
Trustee

STATE OF FLORIDA  
COUNTY OF Alachua  
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 1998, by Stan Cushman, who (did/did not) take an oath.



CYNTHIA S. LANGSTON  
MY COMMISSION # CC382963 EXPIRES  
July 27, 1998  
BONDED THROUGH TROY FAHN INSURANCE, INC.

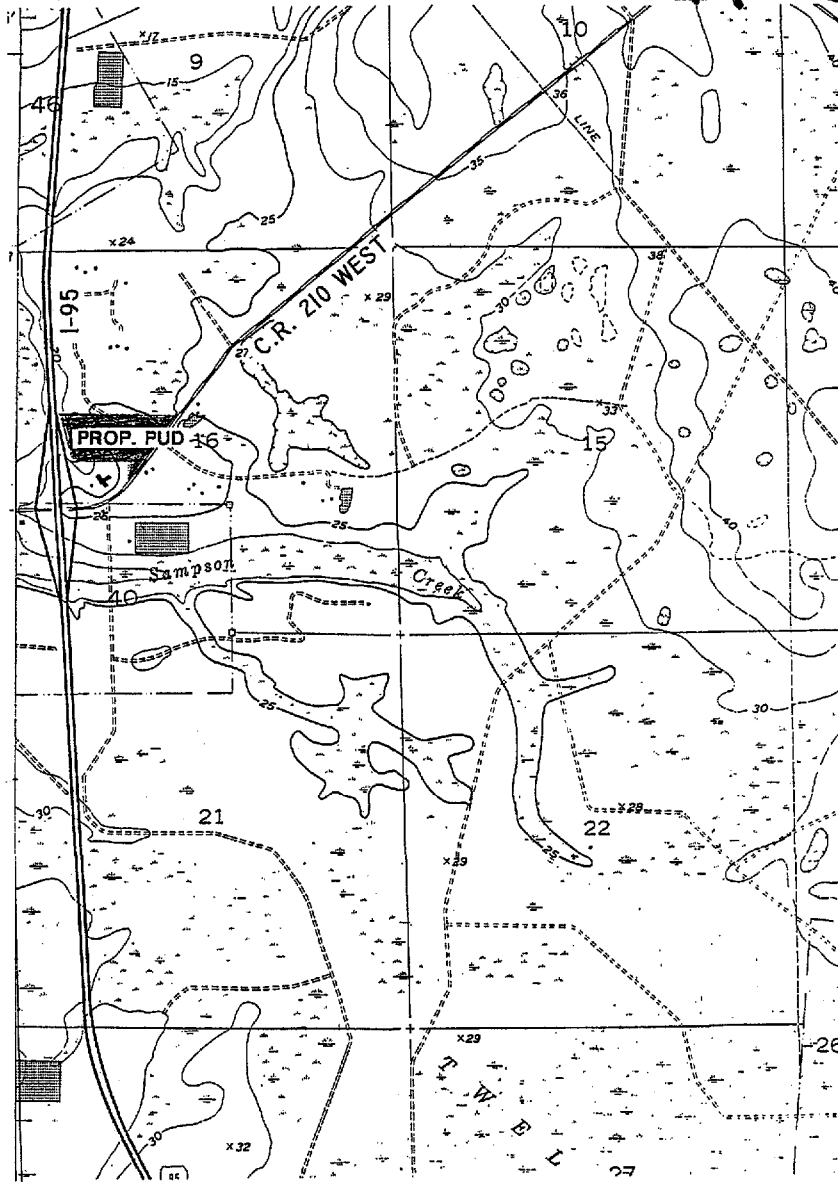
  
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

Personally known  OR produced identification \_\_\_\_\_  
Identification produced \_\_\_\_\_

Ordinance Book 21 Page 695

NORTH SAINT JOHN. COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT

P.U.D. OFF. REC.  
BOOK **M** PAGE **520**



VICINITY MAP

Ordinance Book 21 Page 696

EXHIBIT D:  
BOUNDARY & TOPOGRAPHIC SURVEY

P.U.D. OFF. REC.  
BOOK M PAGE 521

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

Prepared by:  
AES ENGINEERING & ENVIRONMENTAL

April 27, 1998

Ordinance Book 21 Page 697

P.U.D. OFF. REC.  
BOOK M PAGE 522

**EXHIBIT E:  
PLANNED UNIT DEVELOPMENT DESCRIPTION**

---

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

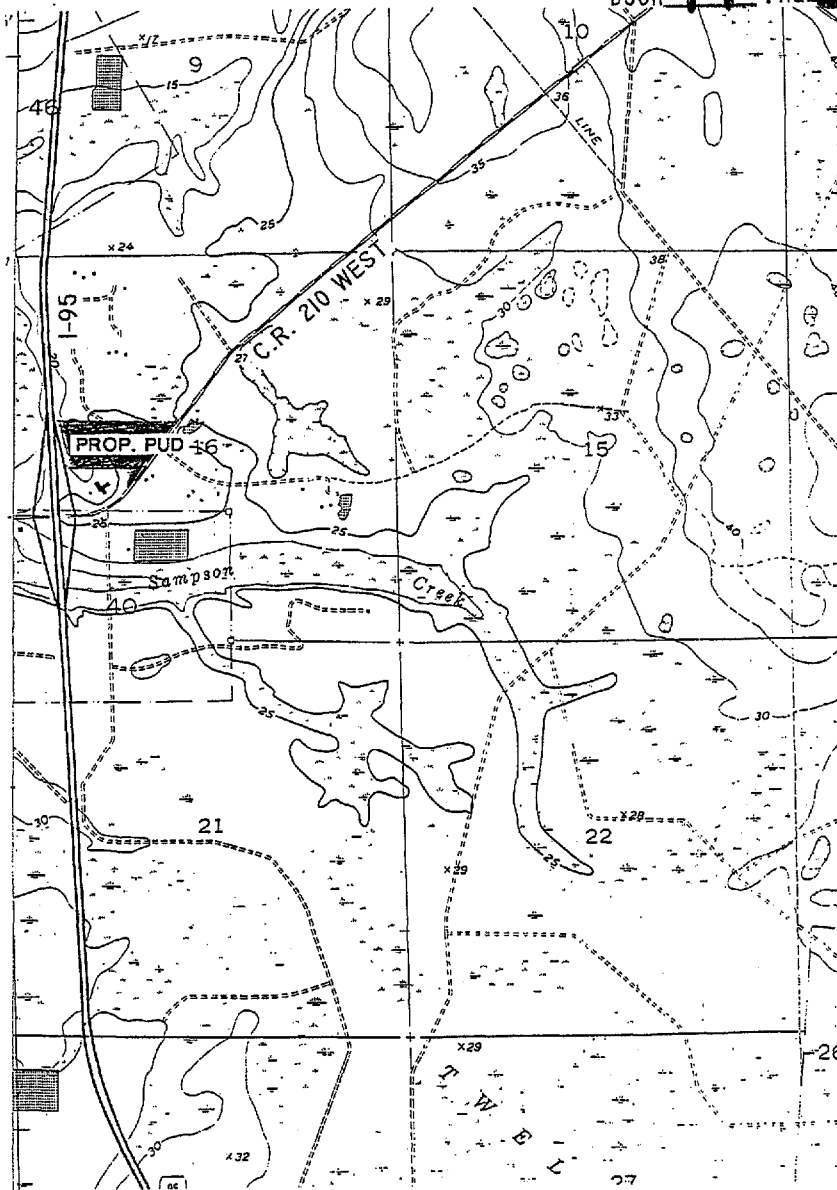
Prepared by:  
**AES ENGINEERING & ENVIRONMENTAL**

April 27, 1998  
Revised June 15, 1998  
Revised July 28, 1998  
Revised August 5, 1998  
Revised October 2, 1998

Ordinance Book 21 Page 698

NORTH SAINT JOHNS COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT

P. U. D. OFF. REC.  
BOOK **M** PAGE **523**



VICINITY MAP

Ordinance Book 21 Page 699



PLANNING DEPARTMENT  
ST. JOHNS COUNTY  
3000 W. 15th St.  
St. Augustine, FL 32086

St. Johns County Planning Department  
4020 Lewis S. Way  
St. Augustine, FL 32095  
(904) 823-2470

P. U. D. OFF. REC.  
BOOK M PAGE 524

APPLICATION FOR ZONING HEARING

ST. JOHNS COUNTY  
Date Monday File # \_\_\_\_\_ Parent # PA98518 Receipt # 98007731

- 1. Project Name North Saint Johns Commerce Center  
Also Known As NSJCC
- 2. Applicant's Name, Address, and Phone # GHM Real Estate of Florida, Inc.  
1650 C.R. 210 West
- 3. Owner's Name, Address, and Phone # GHM Real Estate of Florida, Inc.  
1650 C.R. 210 West
- 4. Property Location 1602 C.R. 210 West
- 5. Legal Description PID No. 026110-0000 & 026120-0000
- 6. Present Use of Property Vacant
- 7. Parcel # 026110-0000 8. Zoning OR 9. Comp Plan Mixed Use  
026120-0000 CH:
- 10. Section 16 11. Township 5E 12. Range 28E 13. TAZ \_\_\_\_\_
- 14. Requested Change Planned Unit Development

- 15. Reason Change is Requested As per PUD materials, to meet Section 8-4  
of the St. Johns County Planning Code
- 16. Statement of Facts for Requested Change As provided in the attached supporting  
materials.
- 17. Concurrency Required Yes 18. Map Page # \_\_\_\_\_ 19. Road Segment 36
- 20. Size of Property 23.60 acres NOTE: If the application is for a rezoning or major modification,  
please provide the name of the in the Utility Company/Companies servicing the proposed project  
Unites Water Florida

- 21. Attach the following to application:
  - a. List of adjacent property owners within 300 feet showing name, address and brief legal description from current tax rolls; address one long envelope to each person on the list, no return address needed, but proper postage on each. Two envelopes are needed if the application requires two public hearings.
  - b. Proof of ownership (deed or certificate by lawyer or abstract company or title company that verifies record owner as above). If the applicant is not the owner, a letter of authorization from the owner(s) 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 letter of authorization is attached:

Printed or typed name(s): James Kenneth Royal  
Signature(s): James Kenneth Royal  
ADDRESS & TELEPHONE NUMBER OF PERSON TO RECEIVE ALL CORRESPONDENCE  
REGARDING THIS APPLICATION: Name: GHM Real Estate of FL Phone: (904) 829-3946 x15  
Mailing Address: 1650 C.R. 210 West Fax: 904-826-3814  
Form #001 JAX. FL 32259

**EXHIBIT E:  
PLANNED UNIT DEVELOPMENT DESCRIPTION**

---

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

Prepared by:  
**AES ENGINEERING & ENVIRONMENTAL**

April 27, 1998  
Revised June 15, 1998  
Revised July 28, 1998  
Revised August 5, 1998  
Revised Pursuant to Planning & Zoning Agency Comments, October 2, 1998  
Revised Pursuant to Board of County Commissioners Comments, October 28, 1998

Ordinance Book 21 Page 701

NORTH SAINT JOHNS COMMERCE CENTER

PLANNED UNIT DEVELOPMENT

INTRODUCTION AND PLANNED UNIT DEVELOPMENT PROPOSAL

The current zoning for the subject parcel is Open Rural ("OR") and Commercial Highway Tourist ("CHT"). The CHT designation is limited to the parcel of land south of the north boundary line of Government Lot 2, Section 16, Township 5 South, Range 28 East, St. Johns County, Florida. The remainder of the property, as shown in Exhibit D, is currently zoned OR. This creates an inconsistency with the adjacent land uses which are a truck stop to the south and east, a junk yard to the north, and the Interstate along the west boundary. The parcel is located in the I-95/C.R. 210 Mixed Use corridor, and more particularly adjacent to the most intensive uses established in this urban setting. Approximately three acres of the OR zoned parcel has also been historically used for an industrial wastewater lagoon for a truck wash formerly known as "Lee's Truck Wash". Other historic uses of this land have also included landfilling and livestock operations.

This site is within the Interstate Development Area (a mixed use designation) on the St. Johns County Future Land Use Map. A more appropriate zoning for this parcel would be a Planned Unit Development with the restrictions found in Commercial Intensive ("CI"), thus allowing hotels/motels, travel center and service facilities, drive-thru restaurants, professional and business offices, and retail outlets. This would also be consistent with the objectives county wide of keeping such intense uses close to similarly established uses and closer to the primary infrastructure facilities with the capacity for such uses. The proposed uses are consistent with the Comprehensive Plan designation.

8-2-2(b) OBJECTIVES

CREATIVE APPROACH TO THE DEVELOPMENT OF LAND. Approval of the proposed PUD zoning will facilitate the ability to develop the property entirely within the requirements of the current CI zoning standards. This means that an approval of the proposed PUD will allow the types of uses and general development patterns found in CI zoned lands through an effective zoning change from OR & CHT to PUD while assuring compliance with current CI zoning standards. The specific definition of these zoning standards shall be as set forth in the following land use matrix titled "Permissible Land Uses and Structures". This matrix shall supersede any other current St. Johns County Zoning Standards. Further, the provision of the zoning change through the approval of the proposed PUD will assure the appropriate types and methods of development to be approved within the new PUD zoned area.

	C.R. 210 West FRONTAGE (Lots H thru N)	INTERIOR LOTS (Lots A thru G)
PERMITTED USES IN GENERAL	Retail outlets for the sale of general merchandise including new or used automobiles, trucks & tractors, boats, automotive vehicle parts (not junk yard, scrap yard or a wrecking yard)	Research laboratories not involving odors, noise, smoke or other obnoxious effects detectable to normal sense from outside the building nor involving electrical interference to any television or radio receivers off the premises, nor involving any manufacturing activities.

Ordinance Book 21 Page 702

Service establishments of all kinds including automotive service station or truck stop, repair & service garage, rental of automotive vehicles, trailers and trucks, drive through restaurants, laundry or dry cleaning establishments, veterinarian or animal boarding kennels enclosed in sound proof buildings, and home equipment rental.

Service establishments such as barber or beauty shop, shoe repair, restaurant, (but not drive through), interior decorator, blueprinting, job printing, photographic studio, dance or music studio, reducing salon or gymnasium, self service laundry, tailor or dressmaker, or drycleaning and laundry package plants in completely enclosed building using nonflammable liquids such as perchlorethylene and with no odor, fumes or steam detectable to normal senses from off the premises, and similar activities.

All types of professional, medical and business offices.

All types of professional, medical and business offices.

Establishments or facilities for retail sale and service of all alcoholic beverages, either for on or off premises consumption, or both in accordance with the provisions of the St. Johns County zoning codes as they relate to siting restrictions of such establishments.

Retail outlets for sale of home furnishings and appliances (including repair incidental to sales), office equipment, furniture, hardware and similar uses along with adjunct warehouse for related inventory exceeding more than 30% of the total floor space.

Bank and financial institutions, travel agencies, employment offices, and similar establishments.

Bank and financial institutions, travel agencies, employment offices, and similar establishments.

Retail outlets for sale of home furnishings and appliances (including repair incidental to sales), office equipment, furniture, hardware and similar uses with no adjunct warehouse for related inventory exceeding more than 30% of the total floor space.

Art gallery, museum, community center and little theater, and antique shops.

Gift, novelty, and curio shops and similar uses catering to tourists.

Gift, novelty, and curio shops and similar uses catering to tourists.

Retail outlets for sales of food and drugs, wearing apparel, toys, sundries, and notions, books and stationery, leather goods and luggage, jewelry (including watch repair but not a pawnshop) art supplies, cameras or photographic supplies (including camera repair) sporting goods, hobby

Retail outlets for sales of food and drugs, wearing apparel, toys, sundries, and notions, books and stationery, leather goods and luggage, jewelry (including watch repair but not a pawnshop) art supplies, cameras or photographic supplies (including camera repair) sporting goods, hobby

Ordinance Book 21 Page 703

shops and pet shops (but not animal kennel or veterinarian), musical instruments, television and radio (including repairs), florist or gift shop, delicatessen, bake shop (but not wholesale bakery), drugs and similar products.

Convenience stores with or without gasoline pumps.

Banks, credit unions, savings & loans or related financial institutions. May or may not include drive-through window service or automated teller machine.

Sit down restaurants having no drive through service.

Retail Sales of any kind

Liquor stores as an accessory to a permitted use.

Medical and dental offices and clinics.

Bars or lounges with or without associated package store as an accessory to a permitted use.

Package store or sale of alcoholic beverages, bar or tavern for on premise consumption of alcoholic beverages.

Outdoor fruit, vegetable, poultry, or fish market.

Automated Teller Machines either adjunct to another establishment or free standing.

shops and pet shops (but not animal kennel or veterinarian), musical instruments, television and radio (including repairs), florist or gift shop, delicatessen, bake shop (but not wholesale bakery), drugs and similar products.

Commercial indoor recreational facilities such as motion picture theatre, billiard parlor, swimming pools, bowling alleys and similar uses.

Hotels & motels with or without restaurant, breakfast bars or alcoholic beverage services.

Vocational, trade and business schools.

Union Halls or Civic Halls, including private clubs.

Churches and or congregation halls.

Medical and dental offices and clinics.

Bars or lounges with or without associated package store as an accessory to a permitted use.

Hospitals, sanitariums, rest homes, nursing homes, convalescent homes and homes for orphans and the aged.

Retail outlets for tires, batteries and automobile accessories.

Automated Teller Machines either adjunct to another establishment or free standing.

Day care facilities, or associated child care services either independently operated or provided adjunct to another establishment.

Any type of wholesale, jobber or distributorship business, except bulk storage or flammable liquids where

Ordinance Book 21 Page 704

the total operation does not require more than four thousand square feet of floor space; no vehicle is used in excess of 2 ton capacity; all merchandise is stored within an enclosed building, and no heavy machinery or manufacturing is located on premises.

The North Saint Johns Commerce Center will be a comprehensively planned, commercial park. This is exactly the type of project envisioned for the development at the I-95/C.R. 210 interchange on the County's Future Land Use Map. The commercial park will provide a good location for new businesses to start, existing businesses to expand and existing business to relocate from other areas. This project will promote the County's economic development goals.

ENHANCED ENVIRONMENT. The proposed PUD is beneficial to the County as whole in that its objective is a concentration of urbanization. The availability of the commercial space proposed in the PUD will relieve the pressures to provide such space in more rural parts of the County. Its location close to an urban centroid is entirely consistent with the County's Comprehensive Plan Objective A.1.9. The use of land which has a history of commercial and light intensity agri-industrial use also prevents the need to disturb "virgin" areas of the County. Such preservation of undisturbed areas of the County will serve to protect the rural character of these areas.

EFFICIENT USE OF LAND. By providing for the availability of land with a CI designation at an appropriate location for intensive land use, the demand for such uses in less compatible areas of the County would be lessened. The enhancement of commercial establishments located adjacent to the Interstate corridor would also better facilitate the County's opportunity to "capture" more of the north-south flow of commerce that is currently flowing more through the County rather than into it. This is consistent with the County Comprehensive Plan Future Land Use Map and the Comprehensive Plan Objectives A.1.2, A.1.7, and A.1.9. All of these factors lead to the conclusion that the proposed PUD is well situated to optimize overall County land use and productivity.

ENHANCED APPEARANCE. Currently, the existing appearance of the proposed PUD tract is that of a barren dirt parking lot and heavily disturbed ground. The proposed PUD would provide an aesthetically appealing commercial development that will serve visitors to St. Johns County and provide residents with much needed urban services in the vicinity of the proposed development. The proposed PUD would also serve as an appropriate entry station for visitor entering St. Johns County from the north. Thus a statement would be offered to such visitors that St. Johns County has appealing urban services to provide nestled within a well preserved rural county.

Ordinance Book 21 Page 705

NEW APPROACHES TO OWNERSHIP. The proposed PUD would offer potential owners of commercial property an opportunity to establish their businesses within a center of commerce having unified services and control. This will allow such businesses the ability to take advantage of centralized utilities, stormwater management, and traffic access. With these common elements under joint control and ownership, the likelihood of adjoining properties developing a deteriorating infrastructure is unlikely. This will also prevent issues being confronted by the County regarding poor or no maintenance of common elements such as stormwater, landscaping, roadways due to any event of a particular business failure.

STABILITY OF SURROUNDING AREAS. Currently some of the adjacent properties to the north have fallen into neglect and use for dumping and junk yards. To the east, new development of fast-food restaurants and truck stops have been established. In order to enhance the viability of new developments already established adjacent to the proposed PUD and to prevent continuing misuse of the property, the proposed PUD will provide a large complex of commerce under a unified theme and well maintained grounds. The proposed PUD will offer a diversity of uses which will also enhance the business establishments adjacent to the property.

RETENTION OF PROPERTY VALUES. The use of the unified theme, common infrastructure maintenance and compliment to adjacent commercial uses will serve not only to protect property values but will enhance them. Rather than the appearance of junk yards, land fills, wastewater lagoons, abandoned truck washes, and abandoned livestock operations, the proposed PUD will provide a vibrant and dependable character to adjacent properties and to will enhance the County tax base significantly.

#### 8-2-2(C) PLANNED UNIT DEVELOPMENT MAP

SUBDIVISION OF PARCELS. The Master Plan Map, Exhibit F, shows fourteen (14) parcels. The minimum dimensions for the proposed lots shall be as follows. C.R. 210 West frontage lots shall be a minimum of 200 feet in depth and shall have a minimum of 100 feet of frontage along C.R. 210 West. In no case will any frontage lot be less than a half acre in size. The interior lots shall have a minimum frontage along the proposed C.E. Wilson Road of no less than 150 feet and shall have a minimum depth of 260 feet from the proposed C.E. Wilson Road. In no case will any interior lot (i.e. those lots not fronting on C.R. 210 West) be less than 0.75 acres. The sizes of the internal parcel boundaries may be adjusted provided the number of parcels remains at fourteen or less. The subdivision of each lot shall be approved as subsequent Final Development Plan authorizations from St. Johns County, and recorded as such.

C.R. 210 CLEAR ZONE. To facilitate the future expansion of C.R. 210 into a four-lane facility by the County, a twenty-five foot clear zone has been provided along the front of the proposed PUD. This clear zone will remain until such time that the County initiates a taking process and the roadway expansion is completed. Contemplation of this taking is

Ordinance Book 21 Page 706

not a waiver of any rights or due process available to the property owner as provided by law.

8-2-2(c)(1) GROUPING, LOCATION & SITING CONSTRAINTS.

GROUPING. The rear portion of the proposed PUD would be for hotel/motel establishments and a professional office park. Depending on the sizing of the motel and office complex, a third hotel/motel would be facilitated. Access to these establishments would be via an improved C.E. Wilson Road. Sidewalks along C.E. Wilson Road would also be provided for pedestrian traffic from the hotel/motel sites to the office complex to the restaurants.

SITING CONSTRAINTS. The siting of buildings and other structures will be subject to the following constraints:

1. The impervious area shall not exceed 75 percent.
2. Buildings shall not exceed 55 feet in height. All buildings will be protected with an automatic sprinkler system designed and installed in accordance with all applicable fire and building codes. This shall not preclude the need for any fire abatement requirements to meet County building and fire codes. All buildings shall further be limited to no more than three floors.
3. A clear zone of 25 feet along the C.R. 210 West right of way will be maintained. This zone may be landscaped. This clear zone will be maintained as a common area by the property owners' association until such time as the County may execute a taking of the land for the purposes of widening C.R. 210 West. Provision of this section does not contemplate the waiver of any rights or claims to compensation for such future taking. The developer shall reserves the right to obtain any impact credits from St. Johns County available or allowed for the provision of this clear zone.
4. The minimum building setbacks are as follows:
  - a. A minimum of 50 feet from the existing C.R. 210 West right-of-way.
  - b. Interior setbacks are as follows:
    - i) Front Yard - 50 feet from right of way.
    - ii) Rear Yard - 20 feet from property line
    - iii) Side Yard - 10 feet from property line, minimum of 20 feet between buildings.
  - c. Setbacks are measured from the vertical surfaces of the buildings with overhangs and eaves not to extend more than two feet into any setback.
  - d. Parcels "H" and "N", or any such parcels located within the same corner locations, shall have a 20 foot setback from the PUD boundary line.
5. A visual buffer along the north property line will be provided. This buffer may either be a wall, fence, or natural buffer sufficient to screen the view of the proposed PUD commercial activities from any residences along the north property line. This buffer will not be required along any section of the north property line where the adjacent properties along the north boundary are rezoned to a commercial use. This buffer, if constructed, will be no higher than 10 feet and no

Ordinance Book 21 Page 707



less than 8 feet in height. Any natural buffer utilized must have trees either at or capable of attaining at least 20 feet in height.

**SIGNAGE.** Sign locations and size will be described in the Final Development Plans. The signage will comply with the St. Johns County Sign Ordinance.

8-2-2(C)(2) NUMBER OF RESIDENTIAL UNITS - NOT APPLICABLE

8-2-2(C)(3) PRELIMINARY VEHICULAR & PEDESTRIAN CIRCULATION

**PEDESTRIAN CIRCULATION.** A pedestrian circulation system between parcels will be provided via a sidewalk on both sides of the proposed C.E. Wilson Road. This sidewalk will be at least five (5) feet in width, within the right of way of C.E. Wilson Road, and the right of way side of the sidewalk will run along the right of way of C.E. Wilson Road. These sidewalks will be constructed by the developer as part of the first phase of development (i.e. construction of the proposed C.E. Wilson Road, utility mains, and primary stormwater features, etc.). Any cuts in the sidewalks needed for driveways by subsequent property owners shall be the responsibility of those future owners to provide individually as their respective property is developed.

**VEHICULAR ACCESS & INTERNAL CIRCULATION.** Current access points to the lands to be rezoned PUD will be utilized. One of the existing access points to the current CHT zoned parcel will be removed leaving two access points to C.R. 210 West as shown on Exhibit "F". The main access, the existing C.E. Wilson Road, will be upgraded to provide turn lanes and serve as the primary ingress/egress point for the project. The realigned and paved C.E. Wilson Road will provide access to Parcels A, B, C, D, E, F, G, J, & K. A thirty (30) foot wide cross access easement will be placed across the C.R. 210 West frontage on Parcels I through M. This easement will not overlap the 25 foot clear zone created along C.R. 210 West but will run along the northwest boundary of this clear zone. This easement will turn northwestward along the C.E. Wilson Road R/W (as depicted in the Exhibit "F") to accommodate a 75 foot "throat" from the proposed edge of pavement on C.R. 210 West to the beginning radius of the cross access easement roadway. The remaining access point, a currently existing driveway access, will be upgraded to meet the requirements of St. Johns County Ordinance 96-40.

**C.E. WILSON ROAD.** Currently C.E. Wilson Road crosses the property and has an ingress/egress point on the north boundary of the property. The paving of C.E. Wilson Road will terminate with a traffic circle upon approval by the St. Johns County Traffic Department regarding safety. Access through the traffic circle and across the property line will be maintained by keeping C.E. Wilson Road connected through the property.

During maintenance or construction on C.E. Wilson Road, continuous access shall be maintained to the public in a manner at the same level or better than that existing at the time of the approval of this Ordinance. Notwithstanding any other provision of this Ordinance, any change of the location, alignment or closing of C.E. Wilson Road must, by the applicant or his successors, have prior County approval and must comply with the

Ordinance Book 21 Page 708

applicable State Statutes and County Ordinances. The applicant shall be responsible for making all construction and performing all improvements of C.E. Wilson Road and shall deed that portion of the road on his property to the County without impact fee credits.

8-2-2(c)(4) OPEN SPACE & RECREATION

RECREATION/OPEN SPACE. Three primary open space/recreation areas will be designated. The sidewalks along the proposed C.E. Wilson Road will provide pedestrians, joggers, cyclists, and on-site employees with outdoor recreation as well as fitness opportunities. A supplemental wood chip jogging and pedestrian trail will also be integrated into each parcel and open areas. The stormwater management facilities will be utilized as open areas and as such will be aesthetically enhanced. The construction of these facilities on each development parcel will be the responsibility of the individual parcel owners as they develop their respective parcels. However, a general program of recreation development will be provided and the requirement imposed on the parcel owner to construct their respective element of the recreation plan.

8-2-2(d) OWNERSHIP OF COMMON FACILITIES

PROPERTY OWNERS ASSOCIATION. All parking areas, access roads, primary roads, sidewalks, landscaping, common utilities, stormwater management systems, common areas, and primary joint use signage will be maintained by a property owners' association. Membership into this association by all property owners within the PUD shall be mandatory. All members will contribute a pro rata share of maintenance fees to the association. Exhibit "G" provides a table stating those sections of the proposed Property Owner's Association adopted as a part of this PUD and that satisfy the requirements of St. Johns County.

DEDICATION OF LAND. The proposed development will retain under the ownership of a property owners' association all common infrastructure, stormwater management systems, open areas, and signage except that C.E. Wilson Road would be dedicated to St. Johns County. This dedication to St. Johns County is deemed appropriate as this road currently serves traffic passing through the proposed PUD. As the County has previously expressed a desire to maintain public access along this roadway, and it is not possible for the developer to recoup maintenance costs from such use, and since this would be an inappropriate hardship on the developer, it is proposed that the County adopt maintenance of C.E. Wilson Road. This roadway will be built to meet all County public roadway standards and all required warranties will be provided.

8-2-2(e) SCHEDULE OF DEVELOPMENT

PRIORITIZATION OF DEVELOPMENT AREAS. The first areas to be constructed will be the improvements to C.E. Wilson Road, the stormwater management facilities, the common entrance points on C.R. 210, and sidewalks as defined in Section 8-2-2(c)(3) of this text. Incorporated into these improvements will be the extension of underground water, sewer, electric, telephone, and cable services into the PUD. The underground utility system will be further extended in this first phase of development along the rear access easement for the C.R. 210 frontage parcels.

Ordinance Book 21 Page 709

The following provides a timetable for development of the proposed PUD:

	1998	1999	2000	2001	2002
COMMON INFRASTRUCTURE	Commence	_____	_____	Completed	
C.R. 210 FRONTAGE	Commence	_____	_____	Completed	
INTERIOR LOTS	Commence	_____	_____	_____	Completed

Notes: 1. "Commencement" shall be defined as at the time of the issuance of a Final Development Plan.  
 2. "Completion" shall be defined as at the time of construction plan approval for horizontal improvements.

**STAGING OF INFRASTRUCTURE.** The staging of infrastructure will be as discussed in the previous section. The proposal is to establish as much of the PUD infrastructure as possible as the first phase of development. This will facilitate subsequent parcels to be sold and utilities provided simply as service connections to the primary utility network. Driveways and other individual access points will then be provided off of an existing transportation network. Water and sewer are available from United Water Florida and will be used for all phases of the proposed project. United Water Florida will retain ownership of the water distribution system and the wastewater collection system.

**CROSS ACCESS FOR C.R. 210 FRONTAGE.** There will be a 30 foot wide cross access easement along the C.R. 210 West frontage of lots I, J, K, L and M. This easement will turn northwestward along the C.E. Wilson Road R/W (as depicted in the Exhibit "F") to accommodate a 75 foot "throat" from the proposed edge of pavement on C.R. 210 West to the beginning radius of the cross access easement roadway. The thirty (30) foot wide cross access easement along the C.R. 210 West frontage lots will be constructed in two phases. The first phase will be across Parcels H through K. The second phase will be across L & M. Development of Parcels H & I will not precede until the paving of the cross access easement on Parcels I & J has been completed.

**DRAINAGE.** A common drainage system shall be constructed and maintained in accordance with the covenants. No portion of the stormwater management facilities is proposed for dedication to St. Johns County. The stormwater conveyances along the proposed realignment of C.E. Wilson Road will, however, be dedicated to St. Johns County. This would include subsurface piping and storm inlets only. Laterals conveying stormwater to the stormwater management facilities will remain under private ownership and maintained by the property owners' association. All stormwater management systems required to manage runoff from the first phase of infrastructure and to establish the points of discharge for the proposed PUD will be in place prior to the conveyance of any property.

Ordinance Book 21 Page 710

TEMPORARY USES. Development of the site and construction of the improvements may require temporary uses such as construction trailers, sales offices, temporary signage, or temporary access. The location and timing of these uses will be depicted on the final development plan for the first phase of infrastructure construction.

8-3 SAVINGS CLAUSE & VESTED RIGHTS

SAVINGS CLAUSE. Except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance, all building code, zoning ordinances, 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 variance or exception shall be prohibited. Although this provision is a part of the introduction, it shall be an integral part of the proposed PUD as a whole an enforceable throughout all parts of the proposed PUD.

VESTING & RIGHTS RESERVED. The Developer/Petitioner reserves any vested rights as such are allowed by applicable law as such may be amended from time to time.

8-4-5 SUPPORT LEGAL DOCUMENTS FOR OPEN SPACE

A copy of the proposed Property Owner's Association Covenants and Restrictions have been included with the Petition for Rezoning as Exhibit "G". These Covenants and Restrictions will assure adequate management and maintenance of the open space area provided by the Developer/Petitioners for all areas proposed for common ownership by the property owners in the PUD. The following are the specific provisions satisfied by the Covenants and Restrictions and the sections of the Covenants and Restrictions incorporated into this Exhibit by reference:

- a. Section 6 of the Covenants and Restrictions provides for Common Property & Easement ownership by the Property Owner's Association. Such Association shall be incorporated, duly constituted, legally responsible, and lawfully created pursuant to Florida Law prior to the submittal of the first Final Development Plan application or any subdivision of the property.
- b. Sections 5 and 6 of the Covenants and Restrictions limits the use of the Common Property elements. In addition, Section 2 allows the Property Owner's Association to control how each parcel owner develops their respective parcels of land.
- c. Section 8 of the Covenants and Restrictions allows for the maintenance of common property elements.
- d. Section 9 of the Covenants and Restrictions allows for the proportionate assessment of property owner's fees and Property Owner's Association expenses. Section 10 allows for the enforcement of the collection of these fees.

Ordinance Book 21 Page 711



**EXHIBIT G:  
APPLICABLE SECTIONS OF PROPERTY OWNERS' ASSOCIATION  
COVENANTS & RESTRICTIONS**

---

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

Prepared by:  
**AES ENGINEERING & ENVIRONMENTAL**

April 27, 1998  
Revised June 15, 1998

Ordinance Book 21 Page 713

NORTH SAINT JOHNS COMMERCE CENTER  
A "PLANNED UNIT DEVELOPMENT"

PROPERTY OWNERS'  
COVENANTS AND RESTRICTIONS

P. U. D. OFF. REC.  
BOOK M PAGE 538

KNOW ALL MEN BY THESE PRESENTS: That, GHM Real Estate of Florida, Inc. and Stan Cushman, Trustee (referred to herein as "Developer" and sometimes as "Owners") are the owners of the land located in St. Johns County, Florida, which is described in the "Legal Description" attached hereto and by this reference made a part hereof, hereinafter referred to sometimes as "the land", and desire to provide for the orderly and controlled development of the land.

NOW, THEREFORE, Owner hereby impresses with and places upon all of the land (being the land described on Exhibit A attached hereto) the following covenants and restrictions.

1. Definitions.

- (a) Developer. The term "Developer" as used herein shall mean Owners and any transferees or assigns they designate to continue the development of the land.
- (b) Stormwater Management System. The "stormwater management system" means the system for the land exempted or permitted or permitted by the St. Johns River Water Management District, the Florida Department of Environmental Protection, and St. Johns County or any successor agencies, which system is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40-40, or 40C-42, Florida Administrative Code, or like or related facilities.

2. Plan Approval. Construction or alteration of any improvement (which term as used in this paragraph shall be deemed to include buildings, auxiliary buildings, signs, walls, lighting, fences, landscaping, drainage facilities and parking areas) on the land shall comply with all applicable governmental requirements and meet the standards set forth in these protective covenants and any other protective covenants applicable to the part or parcel of the land on which said improvements is or is to be situated. Prior to construction or exterior alteration of any improvements on a building site within the land ("site"), the owner of the site must submit to Developer two sets of complete plans and specifications for such construction or alteration. No such construction or alteration of any improvement shall be commenced unless such plans and specifications, and the location of all improvements and final landscaping plans are first approved in writing by Developer. If Developer shall fail to approve or disapprove any of the same within 30 days after Developer has received all items that it is entitled to receive under this paragraph and after Developer has received written requested for such approval, or within such approval, or within such shorter time as may be provided for in any other protective covenants executed by Developer or Developer's transferees or assigns as Developer of the land and applicable to that site, then such approval shall not be required; provided, however, that any improvements erected without Developer's approval of the plans, specifications

Ordinance Book 21 Page 714

and location thereof shall not violate any of the restrictions herein contained or any other restrictions applicable to that site and shall conform to and be in harmony with existing structures erected within the land.

3. On-Site Maintenance. The owner of any site shall have the duty or and responsibility for (a) keeping the premises, buildings, improvements, parking lot, appurtenances and landscaping on such owner's site so that they will conform to these protective covenants and remain in a well-maintained, safe, clean and attractive condition at all times, (b) complying in all respects with all government, health and police requirements and (c) removing promptly at such owner's own expense any rubbish or any character whatsoever that may accumulate on the site. Trash or rubbish must be placed in covered containers manufactured for such use. Trash or rubbish may not be placed or stored between any building and the curb of any abutting street. If on any site any construction has commenced but not progressed to the state at which the exterior is substantially complete and no construction work has occurred in the partially-built building for any consecutive 90-day period, the site owner shall immediately proceed to demolish and completely remove all of the partially-built building and all building materials and restore the site to a clean and cleared condition or, within 120 days following the last date any construction occurred on the site, furnish Developer a bond or other comparable assurance, in form and substance satisfactory to Developer, in an amount equal to one and one-half times the estimated cost to recommence and complete construction, to assure Developer that approved construction will be completed no more than six months later than originally scheduled. If, in the opinion of the Developer, any owner fails in any duty and responsibility of the Owner set forth in this paragraph, then Developer may give such owner notice of such failure and such owner must, within ten days of such notice, undertake the steps required to cure the default and restore said owner's site to a safe, clean, attractive and lawful condition complying with these protective covenants. Should any such owner fail to fulfill any such duty and responsibility after such notice, then Developer shall have the right and power, but not the obligation, to perform such work, including demolition of partially-built buildings. The owner of the site on which any such work is performed by the Developer shall be liable for the cost of any such work and Developer may recover the cost of such work, together with interest and may costs of collection, including attorney's fees, from such owner.

4. Association. (a) Developer has caused or hereafter shall cause to be formed a Florida Corporation not for profit pursuant to the corporation laws of the State of Florida and known as North Saint Johns Commerce Center Owners Association, Inc. ("Association"). The Articles of Incorporation of the Association shall provide, among other things, that all owners of the land (other than any governmental entity that has acquired, other than by purchase, any parcel on which assessments are not charged) shall be and become members thereof by virtue of ownership of a parcel of the land, and that Association may receive from Developer the right to perform and carry out the area maintenance services described in Paragraph 6 below. Association shall further have all of the general rights and powers of corporations not for profit, the right to adopt and carry out budget consistent with its duties and obligations hereunder and assess members for pro rata portions thereof, to have, impose and enforce the liens provided for herein, to secure and collect all such members' shares, and the right to receive from Developer and exercise the construction supervision, plan review and approval process and other matters provided for herein and in other protective covenants applicable to parts or parcels of the land. When Developer no longer owns any of the lands, all of the

BOOK P.M. OFF. REC. 539



Developer's rights hereunder that have not then been transferred to Association shall thereupon pass to Association without the necessity of any further instrument of transfer or assignment.

P. U. D. OFF. REC.  
BOOK M PAGE 540

5. Stormwater Management and Drainage.

- (a) Association shall also have sufficient powers, and shall be responsible, to:
- i. operate, repair, correct and maintain the stormwater management system
  - ii. establish rules and regulations to carry out these responsibilities,
  - iii. contract for services for operation and maintenance of the stormwater management system
  - iv. obtain liability insurance covering the stormwater management system and any other parts or parcels of the land owned by Association and
  - v. prepare any reports required by any governmental agency with regard to the stormwater management system.

Association shall operate, repair, correct, and maintain all portions of the stormwater management system that have not been accepted by any governmental authority, including any portion thereof that is located within the boundary of any owner's site, and shall be responsible for the upkeep and maintenance of all lakes and basins within said land. If Association fails or refuses to operate, correct, repair or maintain or join in the operation, correction, repair or maintenance of any portion of the stormwater management system that Association is obligated to maintain, Developer or any governmental agency having jurisdiction or both may do some or all of the following:

- (i) seek a declaratory judgment and injunctive and such other relief as may be necessary or appropriate to enforce the terms hereof; and
  - (ii) undertake such operation, correction, repair or maintenance, in which event Association shall, upon demand, pay to Developer or the governmental agency involved all costs and expenses of such operation, correction, repair or maintenance. Association shall pay to Developer or the governmental agency involved all costs of bringing any such action and all costs of collection related thereto, including but not limited to attorneys' fees. Maintenance of the stormwater management system means the exercise of practices that allow the stormwater management system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District or successor agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein relating to the maintenance, operation, correction and repair of the stormwater management system. Either Developer or Association is authorized to permit persons owning property that is not within the land to use the stormwater management system, so long as such use does not interfere with the use of the stormwater management system by the owners of the land.
- (b) Each site owner shall provide in the construction plans and specification to be submitted Developer, and during any construction and thereafter, for retention and detention of stormwater drainage in compliance with all applicable governmental requirements. No site owner shall have the right to discharge from such owner's site by any stormwater runoff in excess of that occurring in the land's natural state, as measures site-by-site, except that, as and to the extent that Developer constructs, installs or provides for the stormwater management system, each affected site owner is hereby granted the right to use the stormwater management

Ordinance Book 21 Page 716

system in common with others for whom the stormwater management system is designed to be used and constructed and others permitted by Developer or Association to use the stormwater management system. To the extent that all or any part of the cost of repair or maintenance of the stormwater management system is necessitated by the fault or negligence of one or more owners of sites, Association may recover the costs of collection, including attorneys' fees, from such owner or owners. To the extent that the costs of such repair or maintenance of the stormwater management systems are not collected from any particular owner or owners, each site owner shall pay a pro rata share of the costs of operation, repair and maintenance of the stormwater management system, and the other costs incurred by Association in performing its authorized activities, and Developer or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

P.U.D. OFF. REC.  
BOOK M PAGE 541

6. Common Property & Easements. There shall be some parcels of land which will be held in common by the Association. These shall include any roadways serving more than one lot and not dedicated to St. Johns County along with small out parcels created for the purpose of utilities such as lift stations, primary telephone switch boxes, etc. Also included as common property will be those roads and roadway improvements including stormwater conveyances and associated laterals within easements upon the lots, and any designated open space or recreational features such as jogging trails. Use of these areas will be limited to their intended purpose. The clear zone and the 30 foot access easement along C.E. Wilson Road are specifically included as such easements and all improvements within these easements shall be common property. The Association shall have the authority to have any such improvements (i.e. pavement rehabilitation, pavement repair, stormwater pipe maintenance or cleaning, etc.) maintained. Advance notice of not less than 60 days or more than 120 days shall be given to affected property owners by certified mail to the owner's registered agent of the Association's intention to conduct such routine maintenance or repairs. This notice shall not be required in the event of emergencies or natural disasters. Property owners shall not cause any obstruction of access, or cause damage or alteration to such common property as described in this section. No property owner shall cause any encumbrance to the movement of traffic within the 30 access easement or the clear zone along C.R. 210 West.

7. Setbacks. All lots shall be subject to setback requirements as contained herein and stated as follows:

A minimum of 55 feet from the existing C.R. 210 West right-of-way (as of 1998).

Interior setbacks are as follows:

Front Yard - 50 feet from right of way.

Rear Yard - 20 feet from property line

Side Yard - 10 feet from property line, minimum of 20 feet between buildings.

Setbacks are measured from the vertical surfaces of the buildings with overhangs and eaves not to extend more than two feet into any setback.

8. Area Maintenance. If any time Developer or Association shall determine that it is for the best interest of the owners of the sites that, in addition to any maintenance or services furnished by the St. Johns County, Florida, there should be performed or provided watering, mowing and maintenance of swales, common fire system, pumping facilities, pipes, fire hydrants, pavements within cross-access easements or any of same ("area maintenance"), then Developer or Association, as applicable, will perform or contract for the performance of such area maintenance and each site owner shall pay a pro

rata share of the costs of such area maintenance and Development or Association, as the case may be, may levy and collect from the site owners their pro rata share of such costs, as determined under Paragraph 7 hereof.

9. Computation of Pro Rata Shares. Each site owner's pro rata share of the costs of all area maintenance services, the costs to operate, repair, correct and maintain the stormwater management system (to the extent that the same are not recovered from the owner or owners of sites pursuant to paragraphs 5(b) and (c) hereof) and the other costs incurred by the Association in performing its authorized activities shall be a percentage of the total costs derived from a fraction, the numerator of which shall be the acreage included in that owner's site and the denominator of which shall be \_\_\_\_\_, which is the approximate total acreage of the land exclusive of the parcel shown on the Master Development Plan for North Saint Johns Commerce Center for use for detention, stormwater management and open space. At such time as the precise acreage contained in each of the sites is known, the foregoing formula shall be adjusted to reflect a denominator that shall be the actual number of acres of land contained in all sites. The adjustment of the denominator may be evidenced by the recording or amendment to this instrument in the public records of St. Johns County, Florida.

10. Payments Due Developer or Association. (a) If any site owner shall fail to pay any sum due by that owner under the provisions of Paragraphs 3, 5, 6 or 7 hereof within 30 days after being billed therefor, then the site owner shall be liable to Developer or Association, as applicable, not only for the amount so due but also interest at the rate of 18 percent per annum from the date of the bill until paid in full and reasonable attorneys' fees and costs incurred incident to the collection of the sum so due or the enforcement of the lien therefor and Developer or Association, as applicable, shall have a lien upon such owner's site to secure payment by the owner of the sum so due including such interest, costs and attorneys' fees, but such lien shall be subordinate to the lien of any then existing and recorded before institutional first mortgage. Each site owner, by acquisition of any interest in any site of the land, thereby expressly vests in Association the right and power to bring all actions against such owner personally for the collection of such charges and assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association in a like manner as a mortgage lien on real property. No site owner may waive or otherwise escape liability for the charges and assessment provided for herein by abandonment or such owner's property. Upon request Developer or Association, as applicable, shall furnish any owner or institutional mortgagee of a site written information as to whether the site owner is then indebted for any sum that could result in a lien against the particular site under the provisions of this paragraph.

11. Violations. Where a building or other improvement has been or is about to be erected on any site in such manner as to constitute a violation of or variance from the covenants and restrictions herein set forth, Developer (or Association as and when it succeeds to Developer as provided herein) shall have the right, but no obligation, to waive or release the variance or violation provided that the violation does not conflict with conditions of the PUD ordinance, any issued permits, or applicable laws. Developer or Association, as applicable, shall have the absolute right to determine whether a violation or variance is minor. Developer also reserves and shall have the right to grant variances as to any of these restrictions relating to the uses of sites or to the construction of improvements, or both, if Developer, in its sole judgment, determines that the proposed variance is compatible with the

overall plan of improvements within the land even though the item or matter sought to be varied is not strictly in compliance with these covenants and restrictions. There shall never be any obligation or duty to grant any variance or waiver pursuant to this paragraph, but Developer may do so or not in its sole discretion and no variance or waiver granted by Developer pursuant to this paragraph shall ever be construed to waive or diminish any right or control of Developer in any respect except for the particular site involved and not any other.

If any person, firm, corporation or other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for Developer or Association of any site owner who is injured or affected (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant or restriction or (b) to maintain a proceeding against those so violating or attempting to violate any such covenant or restriction of the purpose of enjoining or preventing all or any such violation or requiring compliance with the provisions hereof. The remedies provided for in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

12. Utility Easements. Developer hereby reserves unto itself and Association, for the benefit of Developer, Association and all present and subsequent owners of sites and their successors in interest, nonexclusive, perpetual, alienable and releasable easements for the installation, maintenance, repair and replacement of utility lines and for utility facilities related thereto and for stormwater management purposes under, on in and over the land, but not under any approved building, together with the right of ingress and egress thereto and therefrom. If already planted landscaping or any other improvement is removed by construction of any utility lines or facilities pursuant to the easement rights in this paragraph, the landscaping or other improvement shall be replanted or restored to its condition before the exercise of such rights by the party exercising such rights. The Developer may, without approval of any site owner, grant any or all its easement rights to the County or other Governmental agency of jurisdiction.

13. Severability. Invalidation of any provision of any of the covenants and restrictions set forth herein by judgment or Court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

14. Additional Restrictions. Developer may include in any contract or deed hereafter made and covering all or any part of the land not yet conveyed by Developer, or in a separate instrument signed by Developer and recorded in the public records of St. Johns County, Florida, any additional covenants and restrictions applicable to the land so conveyed or described in such separate instrument. In the event of a conflict between the provisions of this instrument and the provisions of the instrument imposing such additional covenants and restrictions, the provisions of the instrument imposing such additional covenants and restrictions shall control, but only with regard to the portions of the land described in such instrument. Developer also reserves the right to allocate, by separate instruments hereafter recorded in the public records of St. Johns County, Florida, the densities and uses of the various sites within the land in conformity with and according to the limits established in the PUD Ordinance, as supplemented and amended from time to time. All applicable governmental laws, rules and regulations shall be deemed to be incorporated herein by reference as additional covenants and restrictions affecting the land. In the event of any ambiguity or inconsistency between any of the other provisions of these covenants and restrictions, the provisions of this paragraph shall

be deemed to control. If requested to do so by Developer or Association, each building site owner shall at its own expense provide to Developer or Association all air and water quality monitoring and traffic monitoring required by Developer or Association to file such reports. If any building site owner refuses or fails to provide such monitoring if requested to do so, Developer or Association, as applicable, may recover the cost of such monitoring, together with interest and any cost of collection, including attorney's fees, from such owner.

15. Non-Liability of Developer. Developer is not and shall not become liable to anyone submitting plans and specifications for approval under this instrument for any mistake in judgment, negligence or non-feasance arising out of the review, approval, disapproval or failure to approve plans and specifications. Developer makes no warranty, and shall not be deemed to have made any warranty, either express or implied, regarding the fitness for use, structures soundness, quality of design or safety of any plans or specifications approved by Developer or of any improvements construed by the sue of such plans and specifications. Developer shall have no responsibility for conducting inspections to insure construction in accordance with this instrument. Every person who submits plans and specifications for approval agrees by such submission that on action will be brought against Developer to recover damages on any of the above-described grounds.

16. Titles. The addition of titles to the various paragraphs of this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

17. Binding Effect. Subject to the other provisions hereof, the covenants and restrictions set forth herein shall remain in full force and effect until December 31, 2015, and thereafter the said covenants and restrictions shall be automatically extended for one additional period of 25 years, unless within six months preceding January 1, 2016, a written agreement executed by the then owners of a majority of the acreage included within all of the sites or duly adopted by Association as representation of such owners shall be recorded in the public records of St. Johns County, Florida, in which written agreement any of the covenants or restrictions provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the land then subject thereto, in the manner and to the extent provided in such written agreement. During the period these covenants and restrictions shall remain in force and effect they shall be deemed to be covenants running with the title to the land and shall be binding upon Developer and each purchaser, grantee, owner or lessee of any of the land and upon the respective heirs, personal representatives, administrators, devisees, successors and assigns of Developer and of any such purchaser, grantee, owner or lessee, all of whom shall abide by and conform with the provisions of such covenants and restrictions. In no case may the property owners extinguish in any way there continuing obligation and financial capacity to maintain all stormwater management facilities.

18. Amendments. Developer specifically reserves the right to amend this instrument, or any portion thereof, on its own motion, from the date hereof until Developer no longer owns any of the land. Thereafter this instrument may be amended by majority vote of the owners of the sites, with voting rights as set forth in Article IV of the Articles of Incorporation of Association. Each amendment so adopted shall be evidenced by an appropriate written instrument executed by Developer, or by Association after Developer no longer owns any of the land, and recorded in the

public records of St. Johns County, Florida. No amendment to this instrument shall alter or impair the obligation of Association to operate and maintain the stormwater management system unless such amendment is first approved by the St. Johns River Water Management District.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires:

Ordinance Book 21 Page 721

**ATTACHMENT I:  
PLANNED UNIT DEVELOPMENT ORDINANCE  
FOR COUNTY COMMISSION**

---

**NORTH SAINT JOHNS  
COMMERCE CENTER  
PLANNED UNIT DEVELOPMENT**

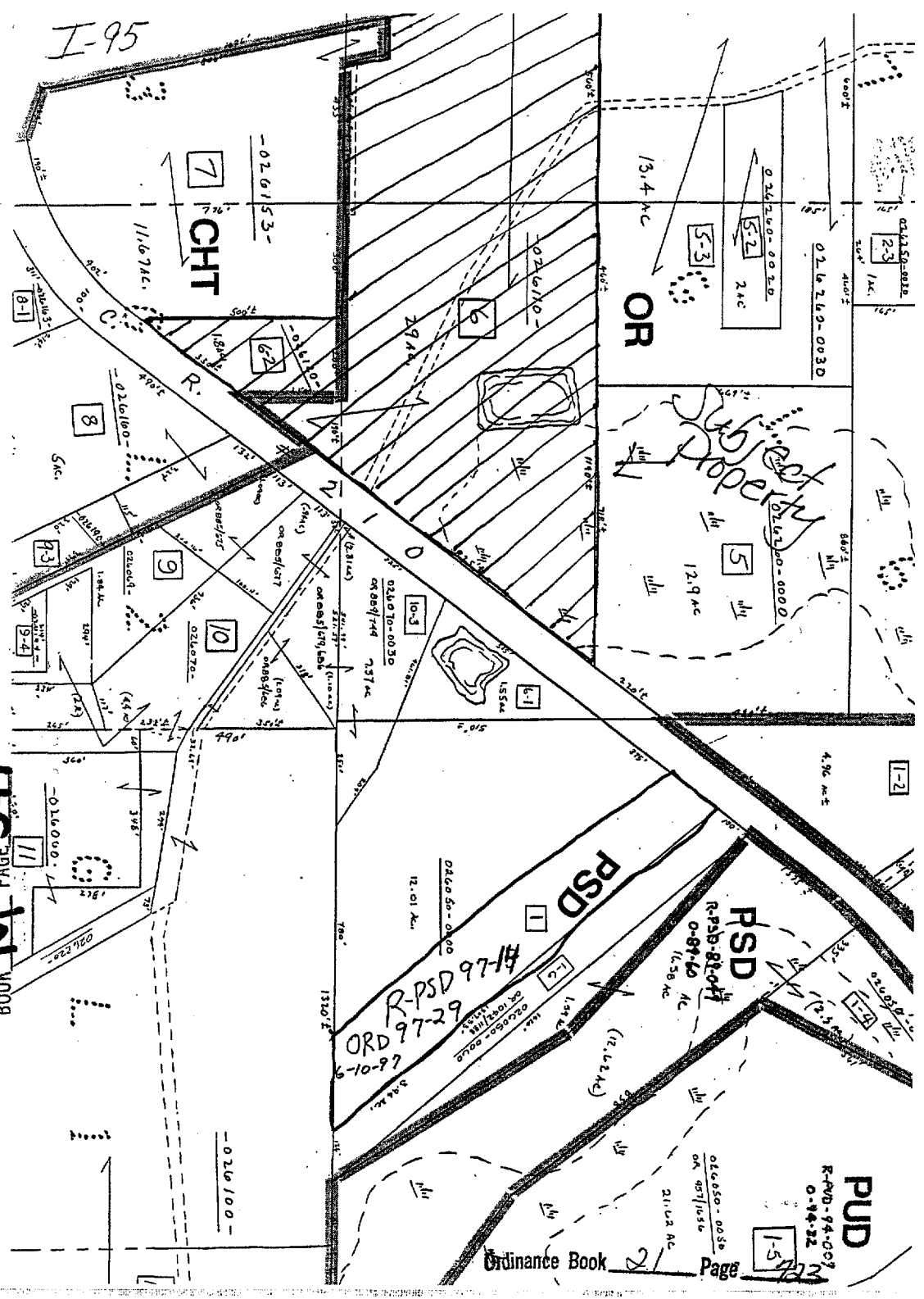
Prepared by:  
**AES ENGINEERING & ENVIRONMENTAL**

April 27, 1998

Ordinance Book 21 Page 722

P.U.D. OFF. REC.  
BOOK PAGE 547

3c/11c



Ordinance Book 21 Page 723



# 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 \_\_\_\_\_

Ulinda Verstraate who on oath says that she is  
Office 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 \_\_\_\_\_  
Notice of Continued Public Hearing

in the matter of R-PUD-98-025

in the \_\_\_\_\_ Court, was published in said newspaper in the  
issues of October 16 1998

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 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 16th day of October, 1998

by Ulinda Verstraate who is personally

known to me or who has produced Personally Known a  
(Type of Identification)  
identification.



Zoe Ann Moss  
MY COMMISSION # 00541614 EXPIRES  
August 22, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

Zoe Ann Moss  
(Signature of Notary Public)

(Seal)

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

Ordinance Book 21 Page 724

## COPY OF ADVERTISEMENT

NOTICE OF A CONTINUED PUBLIC HEARING BY THE BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, REGARDING A PROPOSED REZONING. NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AT ITS REGULAR MEETING ON THE 27TH DAY OF OCTOBER 1998 AT 1:30 PM IN THE COUNTY AUDITORIUM, COUNTY ADMINISTRATIVE CENTER, 4020 LEWIS SPEEDWAY (COUNTY ROAD 16-A) AND US1 NORTH, ST. AUGUSTINE, FLORIDA, WILL CONSIDER PASSAGE OF THE FOLLOWING ORDINANCE, WHICH WAS CONTINUED FROM THE BOARD OF COUNTY COMMISSIONERS MEETING ON OCTOBER 13, 1998:

ORDINANCE NO. 98-  
AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM THE PRESENT ZONING CLASSIFICATION OF OPEN RURAL (OR) AND COMMERCIAL HIGHWAY AND TOURIST (CHT) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT REQUIRING RECORDATION AND PROVIDING AN EFFECTIVE DATE.  
Applicant: GHM Real Estate of Florida, Inc.  
Location: 1602 County Road 210, West, Within Section 16, Township 5 South, Range 26 East, St. Johns County, Florida, as generally depicted on the map. (A complete legal description is available in the St. Johns County Planning Department.)

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
By: Cheryl Stuckland, Its Clerk  
FILE NUMBER: R-PUD-98-025

Interested parties may appear at the meeting and be heard with respect to the proposed request.

If a person decides to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings and for such purpose he/she 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 PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodations or an interpreter to participate in the proceeding should contact ADA Coordinator, at (904) 823-2501 or at the County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida, 32095. For hearing impaired individuals telecommunication: Device for the Deaf (TDD): 823-2501 or Florida Relay Service: 1-800-955-8773, no later than 6 days prior to the date of the hearing.

This matter is subject to court imposed quasi-judicial rules of procedures.

Interested parties should limit contact with the County Commissioners and Planning & Zoning Agency members on this topic except with compliance with Resolution 95-126, to properly noticed public hearings or, to written communication, both of St. Johns County Planning Department, P.O. Drawer 340, St. Augustine, Florida, 32095.

Subject to a proper and timely objection of a party at the beginning of the hearing, the record of the Planning & Zoning Agency hearing of this matter, including the tape recording of the proceedings before the Planning & Zoning Agency, shall be part of the record and file of this matter submitted to the Board of County Commissioners for its consideration in the hearing. The Planning & Zoning Agency record and file of this case is available for review by the public in the Planning Department and/or office of the Clerk to the County Commission located at: the St. Johns County Administrative Complex, 4020 Lewis Speedway (County Road 16-A and US1 North), St. Augustine, Florida.

L182A Oct. 16, 1998

