

RESOLUTION NO. 87-238

RESOLUTION OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR A COMMERCIAL USE
WITHIN MARSH CREEK LOCATED WITHIN THE PARCEL OF LAND
ZONED PURSUANT TO ORDINANCE 86-79

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY,
FLORIDA: Section I: Pursuant to a letter request dated September 8, 1987
with subsequent revisions provided by letter on September 23, 1987, and
in accordance with Section 8-3 of the St. Johns County Zoning Ordinance,
and subsequent review by the St. Johns County Planning and Zoning Agency;
the Final Development Plan to the PUD attached hereto as Exhibit A is
hereby approved in reliance upon , and in accordance with the representations
and statements made in the written submission statement attached hereto as
Exhibit B *✓, all of which shall be complied with.* All building code, zoning ordinance, and other land use develop-
ment 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
special provisions of the approved development plans or PUD (PSD) Ordinance.
Modifications to approved development plans by variance or special exception
shall be prohibited. All such modifications shall follow the PUD (PSD)
amendment procedures provided for in the St. Johns County Zoning Ordinance.
PASSED AND ADOPTED this 10th day of November, 1987.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Phyllis L. Lydon*
CHAIRMAN

Attest: Carl "Bud" Markel, Clerk

By: *Cheryl Kent*
Deputy Clerk

Adopted Regular Meeting:

November 10, 1987

Effective:

November 10, 1987

EXHIBIT B

FINAL DEVELOPMENT PLAN - Marsh Creek PUD Ordinance 86-60

TEXT

In Accordance with the procedure established in Section 8-3, the attached Final Development Plan (Exhibit A) and the following text are submitted for review and approval of the 10,000 sq. ft. Country Store Final Development Plan.

8-4-1 Density of Development.

The ground area occupied by buildings and structures shall not exceed 35 percent of the total area of the property.

8-4-2 Open Space

The property contains a 15 foot buffer dedicated to SR-3 right-of-way provisions.

8-4-3 Waiver of Yard, Frontage Criteria, and Use Restriction.

As depicted, the setbacks are 20 feet frontyard, 5 feet sideyard and 10 feet rearyard.

8-4-4 Project Size.

The Marsh Creek Project consists of more than 20 acres.

8-4-5 Supporting Legal Documents for Open Space.

A 50' undisturbed buffer will be retained on the northern periphery of the property as per the PUD which will be surveyed and stacked prior to construction.

8-4-6 Access.

The driveway access to SR-3 will be constructed in accordance with FDOT Standards.

8-4-7 Privacy.

Landscaping will be provided to protect and screen the property. In addition a 7' high retaining wall will be constructed on the northern and southern boundary.

8-4-8 Community Facilities.

- a. Inapplicable
- b. All requirements set forth in Article 9 of the zoning ordinance will be complied with (see below).

9-1-1 Drainage.

Drainage improvements to prevent damage to abutting parcels and streets are depicted on Exhibit D.

9-1-2 Separation from Walkways and Streets.

The parking area will be physically separated from SR-3 by a 5' landscaped buffer.

9-1-3 Entrances and Exits.

The location and design of the driveways to SR3 will be in accordance with FDOT and St. County Specifications.

9-1-4 Interior Drives.

The interior drives will be 24 feet wide as depicted on Exhibit A thus facilitating two-way traffic and 90 degree parking.

9-1-5 Marking of Parking Spaces.

Each parking space will be designated by markings and physical separation of parking areas will be provided as delineated on Exhibit A.

9-1-6 Lighting.

Lighting within the building/parking area will be provided consistent St. Johns County Standards.

9-1-6 Screening.

A 50 foot buffer on the northern boundary will be preserved in accordance with stipulations set forth in the PUD Ordinance and landscaping will create visual separations from abutting parcels.

9-2 Location.

The required offstreet parking facilities (51 spaces) will be located on the same parcel of land will be constructed and landscaped to County Standards.

9-3-1 Off-Street Parking.

The Final Development depicts 51 parking spaces in excess of the County Standards.

9-4-1 Off-Street Loading.

As depicted on the Final Development Plan, a loading ramp will be provided.

8-4-8 Continued

- c. The Final Development Plan illustrates the anticipated traffic flow pattern. Sufficient space has been designed to allow access for fire fighting equipment, fuel trucks, fire trucks, refuse collection vehicles and delivery trucks.
- d. All utilities serving the parcel will be installed to St. Johns County specifications.
- e. Specifications for the parking area and roadways are depicted on the Final Development Plan. The driveway and parking areas will conform to criteria contained in the St. Johns County Paving and Drainage Ordinance 86-4 and the County Landscape Ordinance. The Developer agrees to make any minor adjustments necessary to conform to these Ordinances.

E.W. Russell and Marsh Creek
Commercial Properties

R/W Map Sheets #2 and #3

This instrument prepared and legal description approved
Date: Nov. 5, 1987 By: S. E. Hilton
City: Lake City, Florida 32056-1089
State of Florida
Department of Transportation

PARCEL NO. 85
SECTION 7856-150
STATE ROAD S-3 (Alt. A-1-A)
COUNTY St. Johns

Form 7421-01.2

DEED

THIS INDENTURE made this 5th day of NOVEMBER A.D. 19 87, between Marsh Creek Partnership, a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of Florida, as party of the first part, and the STATE OF FLORIDA, for the use and benefit of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey to the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

SECTION 7856-150 STATE ROAD NO. S-3 (ALT. A-1-A) ST. JOHNS COUNTY

PARCEL NUMBER 85 FEE SIMPLE RIGHT OF WAY

A parcel of land in Government Lot 7, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows:

Commence on the South line of Government Lot 7, Section 3, Township 8 South, Range 30 East, at a point 1,154.04 feet Easterly from the Southwest corner thereof; thence run North 88°54'30" West along the South line of said Government Lot 7, a distance of 51.58 feet to the West right of way line of State Road No. S-3 (Alt. A-1-A, a 100.00 foot right of way as now established); thence North 13°07'30" West along said West right of way line 397.25 feet to the beginning of a curve concave Westerly having a radius of 5,679.65 feet; thence Northerly along said West right of way line and along the arc of said curve through an angle of 00°41'11" a distance of 68.04 feet to a point on the Southerly right of way line of Marshside Drive, and the Point of Beginning, said point also being the beginning of a curve concave Southwesterly having a radius of 25.00 feet; thence from a tangent bearing of North 13°48'41" West, run Northwesterly along said Southerly right of way line and along the arc of said curve through an angle of 66°32'16" a distance of 29.03 feet to a point on the arc of a curve concave Westerly having a radius of 5,664.65 feet; thence from a tangent bearing of North 80°20'57" West, run Northerly along the arc of said curve (parallel with said West right of way line) through an angle of 01°15'32" a distance of 124.44 feet to a point on the Northerly right of way line of said Marshside Drive, said point being on the arc of a curve concave Northwesterly having a radius of 25.00 feet; thence from a tangent bearing of North 15°18'08" West, run Northeasterly along said Northerly right of way line and along the arc of said curve through an angle of 66°32'16" a distance of 29.03 feet to a point on the West right of way line of said State Road No. S-3 (Alt. A-1-A), said point being on the arc of a curve concave Westerly having a radius of 5,679.65 feet; thence from a tangent bearing of South 15°32'03" East, run Southerly along said West right of way line and along the arc of said curve through an angle of 01°43'21" a distance of 170.76 feet to the Point of Beginning,

Containing 2,062 square feet, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its VICE President, and its corporate seal to be hereto affixed, attested by its Secretary, the date first above written.

Signed, sealed and delivered in the presence of:

Signature of TWO witnesses required by Florida Law

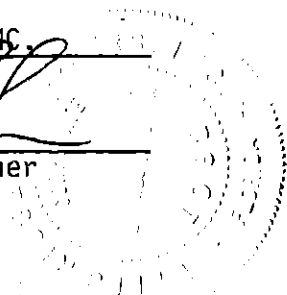
Patricia A. Keene

Shirley E. Leslie

(Corporate Seal)

MARSH CREEK PARTNERSHIP
WELLS RIDGE DEVELOPERS, INC.

BY [Signature]
Its General Partner



STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 5th day of November, 19 87 by Gregory J. Barbour of Wells Ridge Developers, Inc., a Florida Corporation, on behalf of the Corporation.

P.D. Carter
Notary Public in and for the County and State aforesaid.
Notary Public, State of Florida
My Commission Expires Aug 22, 1991
Bonded This Year for the sum of \$10,000.00

(SEAL)

ACQUISITION OF THIS LAND IS NECESSARY FOR R/W PURPOSES UNDER THREAT OF CONDEMNATION PURSUANT TO SEC. 337.27 F.S.

P.D. Carter
FLA. D.O.T. R/W AGENT

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its VICE President, and its corporate seal to be hereto affixed, attested by its _____ Secretary, the date first above written.

Signed, sealed and delivered in the presence of:

Signature of TWO witnesses required by Florida Law

MARSH CREEK COMMERCIAL PARTNERSHIP
WELLS RIDGE DEVELOPERS, INC.

Patricia A. Keane

BY [Signature]
Its General Partner

Shirley E. Leslie

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 5th day of November, 1987 by Gregory D. Barbour of Wells Ridge Developers, Inc, a Florida Corporation, on behalf of the Corporation.

P.A. Butler
Notary Public in and for the County _____ and State aforesaid.
Notary Public, State of Florida
My Commission Expires May 3, 1991
Bounded Through Fair Insurance

(SEAL)

ACQUISITION OF THIS LAND IS NECESSARY FOR R/W PURPOSES UNDER THREAT OF CONDEMNATION PURSUANT TO SEC. 337.27 F.S.

P.A. Butler
FLA. D.O.T. R/W AGENT